AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, FEBRUARY 07, 2023
6:30 PM
COUNCIL CHAMBERS

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

1. Appointment of Dylan Figg and Collin White to the Laurel Emergency Medical Service.

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Accept The Service Order From ClearGov, Inc. And Execute All Related Documents.

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Accept The Proposal From In Control, Inc. For City Of Laurel Wastewater Treatment Plant Upgrades And Execute All Related Documents.

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Advanced Pump And Equipment, Inc.

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order For The Water System Preliminary Engineering Report With KLJ Engineering, LLC.

8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Consent To Assignment Of Agreement By And Between Exxon Mobil Pipeline Company LLC And Par Pacific Holdings, Inc.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

1. Appointment of Dylan Figg and Collin White to the Laurel Emergency Medical Service.

CITY OF LAUREL
MONTANA
EMERGENCY MEDICAL SERVICES
215 W 1ST ST
LAUREL, MONTANA – 59044
OFFICE: (406) 628 – 1611 | DISPATCH: (406) 628 - 8737

January 31, 2023

Dear Mayor and City Council,

We are excited to announce that we have 2 EMS providers interested in joining our service as a volunteer. We have interviewed the following people and would be excited to bring them onto our team.

- Dylan Figg, EMT. Dylan just received his EMT license. He would love to join our team to help gain the skills necessary to take care of patients in our community.
- Collin White, EMT. Collin also recently received his EMT license. He is an Emergency Department Tech at StVs and would love to join our team to help gain the skills necessary to take care of patients.

I believe they would both fit in well with our team and be an asset to our service.

If the candidates are granted Council and Mayor approval, we will begin conducting their background checks and once completed and approved, we can bring them on the team.

Thank you very much for your consideration on these candidates.

Lyndy Gurchiek, NRP, Director
Laurel EMS
215 W 1st Street
Laurel, MT 591044
lgurchiek@laurel.mt.gov
406-860-8233

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING FOR PUBLIC TRANSPORTATION SERVICES WITH THE ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY.

WHEREAS, the City of Laurel (hereinafter "the City") and Montana and Adult Resource Alliance of Yellowstone County (hereinafter "ARA of YC") desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and ARA of YC desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2023 in cooperation with the ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

WHEREAS, the City and ARA of YC believe it to be in both parties' best interests to execute a Memorandum of Understanding by and between the City and ARA of YC.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Memorandum of Understanding by and between the City and ARA of YC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the MOU on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

                                        _____
                                        Dave Waggoner, Mayor

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING FOR
PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF LAUREL, MONTANA AND THE ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY

W I T N E S S E T H:

WHEREAS, the City of Laurel (hereinafter "the City") and Montana and Adult Resource Alliance of Yellowstone County (hereinafter "ARA of YC") desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and ARA of YC desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2023 in cooperation with ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

NOW THEREFORE, based on the above recitals, the following Memorandum of Understanding is hereby entered into by the City and ARA of YC.

SECTION I

It is hereby agreed that the City of Laurel, hereinafter referred to as "City", and Adult Resource Alliance of Yellowstone County, hereinafter referred to as "ARA of YC", agree to jointly participate to provide for the operation of public transportation services as described herein, which may be altered through an amendment of this MOU. The Parties to this MOU will be referred to as the "Parties" who acknowledge they each will share a portion of the fiduciary responsibility for operation of the public transit system. Individual and shared responsibilities in this effort shall be as follows:

SECTION II

1. Each Party will be responsible for reviewing the current system and any new policies and procedures related to the provision of the public transit system including but not limited to policies, service levels, fares, budgets, services for the disabled, information systems, environmentally sensitive technologies, and other matters of concern. Meetings shall be scheduled as needed to evaluate the overall program and contents of this agreement to determine if changes are necessary to improve services provided hereunder.

2. For the term of this MOU, the Parties will share the operation of the transit service through the provision of services as follows:

   a. The City shall provide for use, one transport vehicles, a Dodge Sprinter for everyday on demand use, with the ARA of YC bus, which is stored at the Laurel Senior Center, being used for back-up should the Sprinter break down. The City shall provide dispatching services through its existing staff. In addition, the City shall provide routine maintenance for its transport vehicles and the transport vehicle owned by the ARA of YC. Routine maintenance shall include oil changes, windshield wipers, filters, tire rotation, and basic fluids. Each Party agrees to pay for the cost of parts and major repairs after the State reimbursement rate for their respective vehicles. Major repairs are any repair costing over $1000.00.

   b. ARA of YC shall provide for use, one existing transport vehicle as back-up to the Laurel Transit System, one driver and back-up drivers as needed. ARA of YC shall utilize the City for dispatch services for purposes of scheduling on-demand service within Laurel and for regularly scheduled rides to/from Billings.

   c. The City shall assist with the currently available demand/response service as needed and will additionally provide regular transit service between the City of Laurel and City of Billings.

   d. The City will be the recipient of all funds derived from all federal and MDT (state) assistance or grants paid for the transit operation, along with any revenue received through vouchers or cash, daily.

   e. The City shall provide marketing and public information services on transit operations including the preparation and distribution of timetables and another route and schedule information.

   f. The City will prepare preliminary budget estimates, productivity reports and service summaries each year sufficiently in advance of City Council consideration to allow for analysis and input to the Council. These documents can be used by the Local Partners for planning in advance of the City's Recommended Annual Budget and would provide the basis for negotiating annual service agreements.

   g. The City of Laurel will reimburse the ARA of YC quarterly at the State rate of 54% of the wage, benefits and fringe. The ARA of YC shall submit its financials to the City of Laurel by the 15th of the month following the end of the preceding quarter reflecting the reimbursement.

   h. The current number of transit riders 60 and over is currently totaling 60% of the riders. After the 54% reimbursement from the State the ARA of YC will reimburse the City of Laurel for 60% of the remaining fuel charges. Unless the population of riders significantly changes mid-year, the fuel budget will be modified yearly.

   i. Jointly implement policies and procedures that encourage the use of public

transportation.

    j. Jointly implement policies and procedures that follow the City of Laurel Transportation Program policies and procedures.

3. During the term of this agreement, the Parties may seek to add additional parties to this agreement in order to further enhance the provision of transit services provided hereunder. Further, the Parties may seek additional riders to expand the service.

4. The Parties will be responsible and cooperative in considering any requests for changes in service including additional services, as well as, service reductions if financially necessary. However, the Parties agree that this agreement requires service (service is defined as a split between dispatch and drivers) to be provided for 40 hours per week and no reduction in service may result in the service being offered less than 40 hours per week.

5. The Parties shall carry over any losses from the operation of the transportation system and incorporate such losses in the next year's budget for transit services allocating such losses proportionately to the Parties, taking into consideration all routes provided.

6. The City will on a timely basis review and negotiate its annual contract for public transportation services with terms in substantial agreement with the terms of this MOU.

7. The Parties shall support the operation of public transit services consistent with the terms of this MOU and any associated annual agreements.

8. The Parties agree that there will be fares charged to customers utilizing the transit system to off-set the cost of operation. The fares shall be reviewed as needed and increased to reflect the costs of the system.

SECTION III

1. The Parties agree that the term of this MOU shall be one year, and will auto renew each January 1st unless terminated by either party. Either party may terminate its participation in this MOU by giving at least 180 days written notice of termination. The termination of the MOU will not affect the responsibilities established in any existing or future annual operating contract for transportation services that may be in effect at that time, such as a vanpool service, or contracts for service with public and/or private businesses within the City of Laurel.

2. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall negotiate informally to resolve the dispute. If such informal negotiations are not successful, the parties shall jointly select a mediator to mediate their dispute within 30 days of the dispute. If they do not reach such solution within a period of 60 days following the mediation, or if the parties cannot agree on a mediator, then, upon notice by either party

to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

3. Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.

4. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Yellowstone County.

<div align="center">SECTION IV</div>

1. ARA of YC understands this contract includes requirements specifically prescribed by Federal law or regulation and does not list all Federal laws, regulations, and directives that may apply to ARA of YC or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(24) at the FTA website:
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf.
The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. ARA of YC's signature upon this document acknowledges they have read and understand the Master Agreement.

2. No employee, officer, board member or agent of ARA of YC shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

  a. The employee, officer, board member or agent;

  b. Any member of his or her immediate family;

  c. His or her partner; orAn organization which employs or is about to employ any of the above; has a financial or other interest in the firm selected for award. ARA of YC's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of Sub-agreements.

<div align="center">SECTION V</div>

Any party to this MOU may request an amendment to the MOU by written request to the other Party. The Parties shall meet to discuss any requested amendment within thirty days of receipt of such request. Amendments to this MOU will be effective only after approval in writing by all parties and subsequent City Council approval.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized to sign the same, the Mayor for the City as authorized by the City Council and ARA

of YC Board of Directors.

CITY OF LAUREL

_____   _____
Dave Waggoner, Mayor   Date

ATTEST

_____   _____
Kelly Strecker, Clerk/Treasurer   Date

ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY

_____   01/31/2023
Mike Larson, Executive Director   Date

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File Attachments for Item:

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Accept The Service Order From ClearGov, Inc. And Execute All Related Documents.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO ACCEPT THE SERVICE ORDER FROM CLEARGOV, INC. AND EXECUTE ALL RELATED DOCUMENTS.

BE IT RESOLVED, by the City Council of the City of Laurel, Montana:

Section 1: <u>Approval</u>. The Service Order from ClearGov, Inc. (hereinafter "the ClearGov Service Order"), as well as all other respective agreements related to the performance of the services to be provided by ClearGov, Inc., copies attached hereto and incorporated herein, are hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to accept the Service Order from ClearGov, Inc., as well as execute all necessary agreements for the provision of services by ClearGov, Inc., as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

_____
Dave Waggoner, Mayor

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

R23-____ Authorize Service Order and Related Documents with ClearGov, Inc.

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APPROVED AS TO FORM:

_____
Michele L. Braukmann, Civil City Attorney

R23-_____   Authorize Service Order and Related Documents with ClearGov, Inc.

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Created by	Kristin Fine		**Order Date**	Jan 18, 2023
Contact Phone	972-948-2999		**Order valid if signed by**	**2/29/23**
Contact Email	kfine@cleargov.com			

Customer Information

Customer	City of Laurel, MT	**Contact**	Kelly Strecker	**Billing Contact**	
Address	115 West 1st Street	**Title**	City Clerk/Treasurer	**Title**	
City, St, Zip	Laurel, MT 59044	**Email**	kstrecker@laurel.mt.gov	**Email**	
Phone	406-628-7431			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	$ 6,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 1	$ (2,400.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 3,600.00**

Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 1	$ 8,700.00
ClearGov Personnel Budgeting - Civic Edition	Tier 1	$ 8,300.00
ClearGov Capital Budgeting - Civic Edition	Tier 1	$ 5,400.00
ClearGov Digital Budget Book - Civic Edition	Tier 1	$ 4,950.00
ClearGov Transparency - Civic Edition	Tier 1	$ 4,300.00
ClearGov Budget Cycle Management Bundle Discount: Valid only if signed by 2/29/23	Tier 1	$ (21,650.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 10,000.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Jul 1, 2023	Jul 1, 2023	ClearGov Setup Services
Initial	Jul 1, 2023	Jun 30, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Jul 1, 2023	$3,600.00	One Time Setup Fee
Jul 1, 2023	$10,000.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herei		

Billing Terms and Conditions		
Valid Until	**2/29/23**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

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Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an **"Annual Term"**), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the BCM Service Agreement found at the following URL: https://cleargov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such BCM Service Agreement.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	**If Yes: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.

- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).

- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.

- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.

- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

Budget Cycle Management Suite

PRODUCT BRIEF

ClearGov

Local governments have faced the same challenges and limitations for years as they navigate their budget cycles using spreadsheets. The reality is that spreadsheets do not adequately address the unique needs of building different types of budgets, communicating those budgets, and maintaining transparency year-round. ClearGov's cloud-native Budget Cycle **Management suite provides efficiency at every** step of the process so you can budget better. Our **financial solutions are easy-to-use, complement** existing ERP and accounting systems, and automatically deliver website-based results that your community and stakeholders will appreciate.

Capital Budgeting · Personnel Budgeting · Operational Budgeting · Digital Budget Book · Transparency
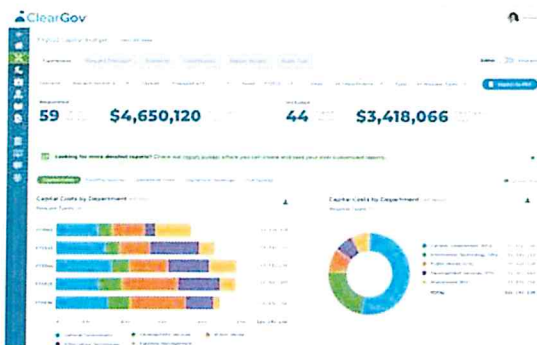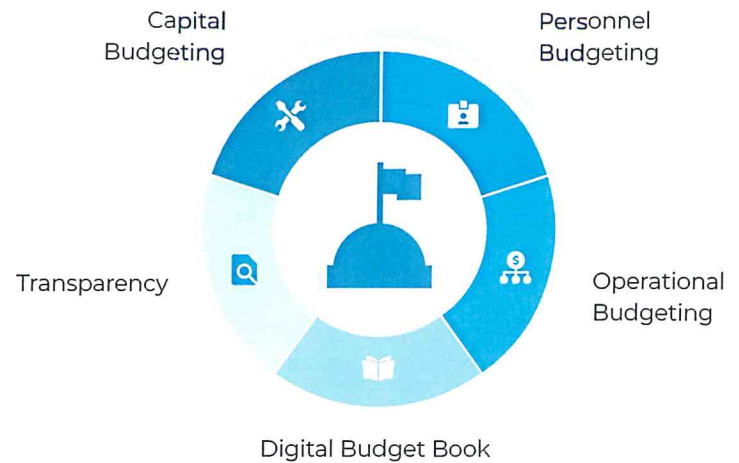
Capital Budgeting

Automate the way you collect capital requests and prioritize projects to streamline your CIP process.

✔ Eliminate manual spreadsheet work with web-based request forms and scenario planning tools.

✔ Collaborate with contributors directly in the budget - the audit trail is automatic.

✔ Turn capital request data into detailed pages instantly with auto-generated graphs.

Personnel Budgeting

Build your personnel budget with powerful cloud-native tools that ensure you've calculated every layer of cost.

✔ Easily manage salaries, benefits, vacancies, and inform union negotiations.

✔ Plan future scenarios and analyze how each impacts your budget at multiple levels.

✔ Streamline position requests from department heads.

GET A DEMO

Operational Budgeting

Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

✓ Build your budget with ease as requests flow in from departments automatically for approval.

✓ Create AI-driven forecasts for long-term planning or use as a baseline for your budget.

✓ Collaborate with contributors as you edit line items - the audit trail is automatic.

Digital Budget Book

The industry's first website-based solution that builds a budget book in a fraction of the time.

✓ Automate the creation of fund summary pages, charts, tables and more.

✓ Invite contributors to create new pages quickly with easy-to-use templates.

✓ Meet GFOA award criteria with built-in guidelines.

✓ Share online or print with just one click.
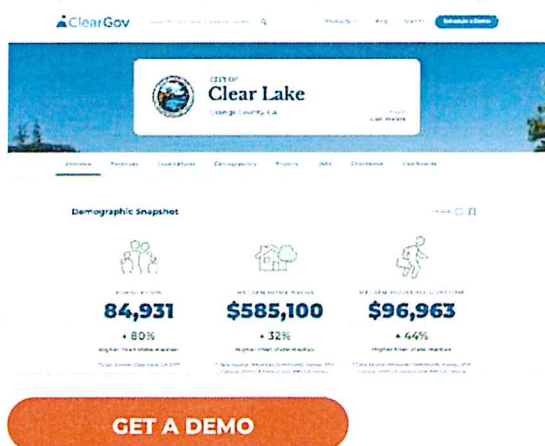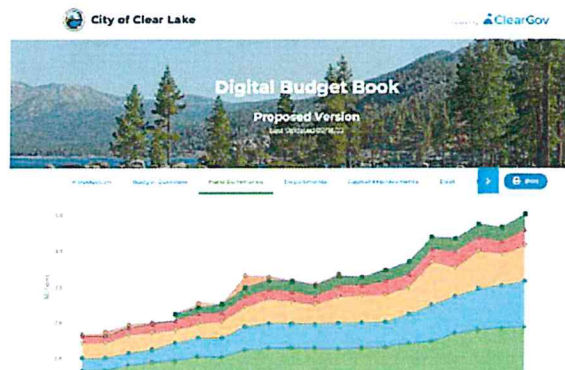
Transparency

Tell your financial story in a way everyone can understand, and that's ADA-optimized by design.

✓ This turnkey, website-based solution is pre-populated with state-available data using dynamic infographics.

✓ **Customize your profile with charts, department** dashboards, project pages, and more.

✓ Add narrative to the numbers that help stakeholders **understand your finances and performance.**

GET A DEMO

"The communication with our taxpayers and citizens is much clearer, and the time my staff puts in during the budget cycle has been reduced by 100 hours over the three month process."

Amy Dent, Auditor of Christian County, MO

Digital Budget Book
PRODUCT BRIEF

ClearGov

Using spreadsheets to create the tables, charts, and graphs for your annual budget book is not only tedious, it's inefficient. The more spreadsheets you manage and papers you shuffle, the greater the potential for error. And, the end result is a dry and lengthy budget book that's expensive to print and often out of date before the ink dries.

ClearGov's Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

Key Features:

✔ **Built-in GFOA Best Practices** - Built-in GFOA framework and templates auto-create key sections and pre-populate them with data. Simply add your narrative to complete an award-winning budget book.

✔ **Automated Fund Summaries** - Auto-generate pages for each fund in your budget, pre-populated with revenue, expense and historical data.

✔ **Department Specific Pages** - With a few clicks build department pages, including auto-updating revenue and expenditure data. Invite department heads to add context, narrative and strategic goals.

✔ **Collaborate and Customize** - Invite department heads and other stakeholders to edit key sections of the budget book. Customize and control how your budget data is displayed and shared with the public.

✔ **Automatic Data Updates** - Revenue and expense data are automatically updated as your budget changes, eliminating errors and saving time. Really valuable for those last-minute tweaks.

✔ **Print to PDF** - Allow viewers to easily print your budget book as a PDF if they want a hard copy. They can even customize which sections to print, making it simple to export the sections most important to them.

GET A DEMO

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Digital Budget Book

PRODUCT BRIEF

ClearGov®

How It Works

Collect

Simply export your financials from your accounting system and ClearGov staff will do the heavy lifting to generate a skeleton budget book. Easily connect your ClearGov products to collect data from Capital Budgeting and Operational Budgeting.

Create

With the click of a button, ClearGov creates data-driven charts automatically. Simply add narration and other custom pages to complete your budget book. Invite department heads to contribute to their own sections of the budget book to do the same.

Communicate

Publish your Digital Budget Book and it will instantly generate a website-based budget book that you can share with the public. With just one click you can create a PDF version to send to print.

Budget Cycle Management

Digital Budget Book is part of ClearGov's integrated suite of cloud-native financial solutions that is complementary to ERP/accounting systems and helps local governments streamline their budgeting process.

Capital Budgeting
Automate the way you collect, organize and optimize capital utilization.

Transparency
Tell your financial story to drive community support.

Personnel Budgeting
Salary management, scenario planning, and what-if analysis.

Operational Budgeting
Build your forecast and annual budget more efficiently and collaboratively.

Digital Budget Book
Produce an interactive and award-winning budget book in a fraction of the time.

"ClearGov's solution is the future of developing and presenting a budget book. We were able to easily build an interactive, digital version for online readers and a printed version for individuals who prefer the traditional approach. Digital Budget Book is sure to streamline the budget process."

Macy Walker, Financial Analyst
El Mirage, AZ

Software Proposal

PREPARED ON
1/18/23

PREPARED FOR
Kelly Strecker
City Clerk/Treasurer
City of Laurel, MT

PREPARED BY
Kristin Fine
ClearGov, Inc.
kfine@cleargov.com
972-948-2999

OUR MISSION

We Create Easy-to-Use Software to Help Governments Budget Better

NACo endorses ClearGov Budget Cycle Management as the budgeting solution of choice for local governments.

"ClearGov's commitment to modernizing the government budgeting process with affordable, easy-to-use software has saved counties countless hours by streamlining and automating the annual budget process. After our rigorous evaluation process, we are pleased to share ClearGov's innovative solutions with our members."

Paul Terragno
Financial Services Center Managing Director, NACo

ClearGov

1/18/23

Kelly Strecker
City Clerk/Treasurer
City of Laurel, MT
115 West 1st Street
Laurel, MT 59044

Dear Kelly,

Per our discussions, I am pleased to provide you and your team at Laurel with the attached software proposal for your consideration

Our mission at ClearGov is to create easy-to-use, modern software to help governments budget better. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to be just right for local governments like Laurel.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Kristin Fine
ClearGov, Inc.
kfine@cleargov.com
972-948-2999

Table of Contents

Executive Summary

Mission

ClearGov's mission is to create easy-to-use, modern software that helps local governments budget better. We believe that *every* local government should have the opportunity to leverage technology to operate more efficiently and communicate more effectively. We pursue this mission by carefully designing solutions that are clear, collaborative, compelling and cost-effective to fuel better budgeting and drive community support.

Solutions Overview

Based on our conversations with Laurel and our understanding of your key needs and objectives, we are proposing the following ClearGov solutions:

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting and forecasting tool that is specifically tailored to the needs of local governments
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Automatically generates long-term forecasts
- Streamlines the entire budget-building process

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard with the ability to filter by department, funding source, request type and more
- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

ClearGov Transparency

- Transforms complex government financials into easy-to-understand infographics
- Publishes fiscal information in a uniquely compelling way that drives understanding and support throughout your community
- Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)	
Setup Fee: Includes - *Full activation and setup; Data onboarding; Client training*	**$6,000.00**
Setup Bundle Discount:	**($2,400.00)**
Total Setup Service Fees	**$3,600.00**

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	**$8,700.00**
ClearGov Personnel Budgeting	**$8,300.00**
ClearGov Capital Budgeting	**$5,400.00**
ClearGov Digital Budget Book	**$4,950.00**
ClearGov Transparency	**$4,300.00**
Bundle Discount: If signed by 2/29/23	**($21,650.00)**
Total Annual Subscription Service Fees	**$10,000.00**

See the Investment Section below for full details on setup fees and annual subscriptions.

Implementation Plan

You will be assigned an Implementation Manager (IM), who will develop a plan to get your team up and running that is based on your specific goals and timeline. The ClearGov Onboarding Process will have a big impact on your overall success with our platform, and as such, it is a team effort between you and ClearGov that includes three key components:

General Ledger Data Mapping

- A ClearGov Data Onboarding Consultant will format, upload and map your financial data (i.e. revenue and expense data). Your role is to provide us with a complete set of data files as well as guidance on how you would like to view the data, and to review and provide feedback along the way. This is the most important onboarding step as it enables the full use of the budgeting applications.

Training

- Our products are designed to be intuitive and easy to use, but ClearGov provides a robust set of self-directed training resources, as well as custom workshops to share best practices and help you get the most from our solutions.

Configuration

- Once trained, you can easily configure the ClearGov platform to meet your specific needs - for example - by customizing capital request forms; creating wage schedules; selecting the panels to include in your Transparency Center; etc.

Timeframe

- We have learned that different customers have different priorities, so the onboarding process usually takes between 60 - 90 days. If you have a specific deadline, please let me or your Implementation Manager know, and we'll get back to you quickly to let you know if it's possible, as well as what needs to happen - by when - to achieve that deadline.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Laurel, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better". And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome Laurel into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.

Budget Cycle Management Overview

We know that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up specifically for local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward modernizing their budget process. Therefore, all ClearGov solutions are:

CLEAR AND EASY TO USE
At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.

CLOUD-BASED
Web-based software requires no installation, no maintenance and is always up-to-date. Plus, it gives Local governments the ability to quickly adjust to evolving input and changing dynamics. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.
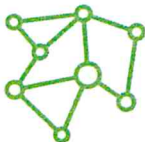
CONNECTED
All ClearGov solutions share a common data set and work together seamlessly. Plus, when you're ready to implement, we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your financial data, and we'll onboard it for you.

COLLABORATIVE
ClearGov solutions are designed to improve collaboration and efficiency by automating processes and outcomes. Streamlining the collaborative process is vital to prevent key items from falling through the cracks. Centralization and remote access to documents, systems and processes is mission-critical.

COST EFFECTIVE
ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

Our goal is to delight our customers with unbeatable value in everything we do.

Operational Budgeting

Budget Better Together

ClearGov Operational Budgeting is a suite of flexible, cloud-based budgeting and forecasting and benchmarking modules designed to leverage your existing financial data into a more efficient and collaborative budget building process that streamlines communication with department heads and other budget stakeholders.

It is a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale. Designed specifically for local governments and school districts, ClearGov Operational Budgeting is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting tools.
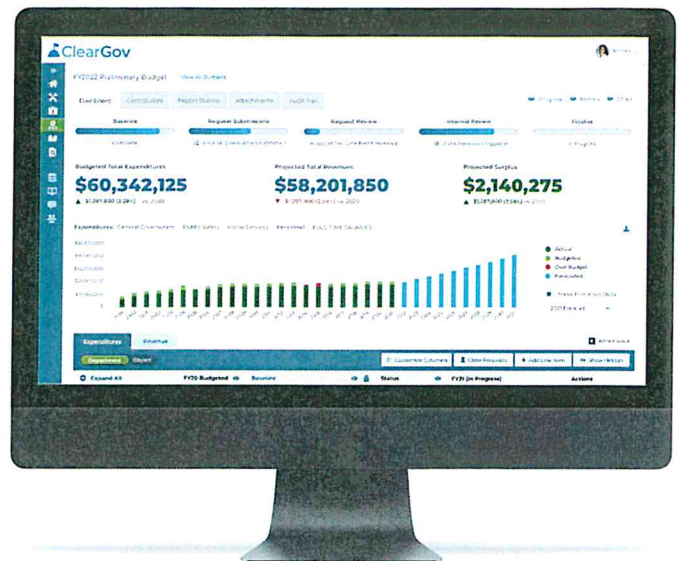
Watch a 5 minute micro-demo here

✔ **Budget Dashboard**

✔ **AI Driven Forecasting**

✔ **Automated Audit Trail**

✔ **Budget to Actuals Charts**

✔ **Unlimited Budgets**

✔ **Departmental Collaboration**

✔ **Centralized Communication**

✔ **Integrated Report Builder**

✔ **Peer Benchmarking**

✔ **And more...**

"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Budget Builder

ClearGov's Budget Builder helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of local governments.

- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.

- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.

- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.

- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.

- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.

- **Build custom reports with a click:** Easily create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.

- **Operational Budget Dashboard:** Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.

Forecasting

With ClearGov's sophisticated yet easy-to-use Forecasting tool, you can generate AI-driven budget forecasts for up to ten years forward. The more historical data you provide the more accurate your forecast will be.

- **Create unlimited forecasts:** Create projections for every year or every fund. And, create multiple what-if scenarios.

- **Customize your forecast:** Easily override forecast figures. All changes automatically roll up to the parent categories.

- **Generate a baseline budget:** Generate a quick, one-click revenue and/or expense forecast to use as a baseline to build next year's budget.

Benchmarking

The ClearGov Benchmarking module lets you compare any budget category against a relevant set of peer communities — not just ClearGov clients, but everyone in your state — to help drive better budgeting decisions and outcomes.

- **Peer groups:** Instantly create side-by-side spending and funding comparisons vs. relevant peers based on size, area, average income, and other criteria.

- **Dynamic graphs:** Easily visualize metrics to identify opportunities to be more efficient with your spend.

Why does Laurel need this?

- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.

- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.

- **Free up time and resources:** Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.

- **Make better budgeting decisions:** ClearGov's dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.

- **Plan for the long term:** Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road. Create multiple forecasts to better plan for "best case" or "worst case" scenarios.

- **Identify areas of potential overspend/prevent waste:** With instant, easy access to benchmarking data, you can uncover areas for savings quickly and adjust your budget accordingly.

Personnel Budgeting

Modern Personnel Planning

Chances are that people represent the biggest chunk of your annual budget, and it's also the most complicated. ClearGov's Personnel Budgeting solution enables you to throw away those massive spreadsheets that you've been managing by hand and streamlines the entire personnel planning and forecasting process in a single, cloud-based, collaborative solution.

Complete with powerful tools to manage position requests, inform union negotiations and much more, ClearGov's Personnel Budgeting application is a unique software platform built specifically to help finance directors more easily budget for salaries, benefits and other personnel costs.

Watch a 5 minute micro-demo here

✔ **Personnel Dashboard**

✔ **Position Request Manager**

✔ **Vacancy Planning**

✔ **Unlimited Scenario Planning**

✔ **Union Negotiation Planning**

✔ **Multi-year Position Budgeting**

✔ **Integrated Report Builder**

✔ **And more...**

"ClearGov delivers exactly what they promise. The ClearGov solution helps us communicate our budget and key metrics in a way that everyone understands. Their solution is elegant, affordable, simple to use and saves us a bunch of time."

Ivy Adams
Budget Analyst
Henry County, GA
Population: 214,171

Personnel Request Manager

The ClearGov Personnel Budgeting solution enables you to quickly and easily setup and organize your personnel data, collective bargaining rules, open positions and more. Automated workflow tools enable you to capture position requests in a digital format and automatically incorporate these changes into your personnel planning model.

- **Position Management:** Easily import all people, positions and units from your accounting system and set up rules for steps, lanes, benefits, overtime and more.

- **Digital Request Forms:** Stop using paper or Excel request forms. Enable department heads to submit new position requests using digital request forms, and all data is automatically captured within your personnel plan.

- **Request Manager:** Manage all new position requests from one table. Easily see the details of each request, add comments for the requester, and take other actions on the request. Requests can be included in scenarios to see the impact of new positions as you build your personnel budget.

Personnel Planning

ClearGov Personnel Budgeting provides a powerful yet intuitive set of tools to review, plan, compare and communicate multiple personnel plan scenarios to help you make smart decisions about your team and your budget. Compare and contrast single year or multi-year budgets. Easily alter any of your key assumptions to examine unlimited what-if scenarios.

- **Data and Rules Manager:** Intuitive tools enable you to set up and manage key assumptions and rules by position or by CBA unit.

- **Scenario Planning**: Seamlessly create unlimited, personnel budget scenarios based on applicable rules and assumptions by unit, by position or by individual.

- **Union Negotiations:** Analyze the effects of adjustments to salaries and benefits for more informed negotiations.

- **Vacancy Planning:** Get a complete picture of your current and future workforce budget; create and fill vacant positions on specified dates.

- **Multi-Year Planning:** Automatically create salary and benefit plans for up to 20 years in the future.
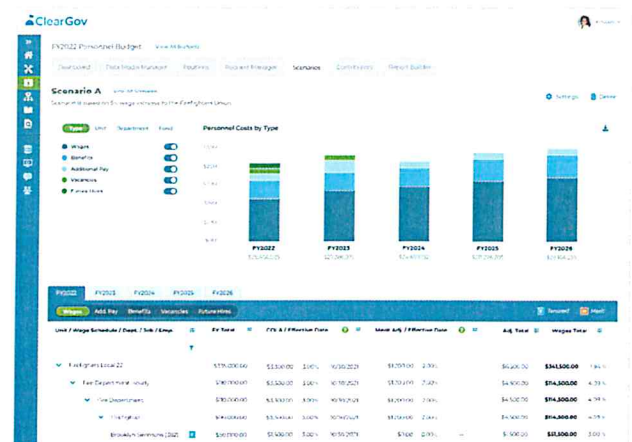
Personnel Dashboard

ClearGov Personnel Budgeting rolls up all of your critical information into an easy-to-read, graphical dashboard to help you immediately see the impact of key decisions and share these insights with the rest of your team in a common cloud-based environment.

- **Robust Filtering:** Immediately see the impact on your headcount plans from multiple angles. Filter your personnel dashboard by department, job type, position, unit, and more.

- **Report Builder:** Create and export custom reports to share your workforce budget with internal and external stakeholders and existing systems.

Why does Laurel need this?

- **Scrap the Spreadsheets:** Get rid of those massive personnel planning spreadsheets and stop sorting through emails to find the right update. Best of all, eliminate those tedious spreadsheet errors that take hours and hours of precious time to find and fix. ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster.

- **Accurate forecasts:** More accurately forecast personnel expenses, including salaries, benefits and other ancillary compensation such as overtime to help you make better, fact-based decisions today.

- **Critical insights:** Leverage scenario planning to understand the true impact of key labor contract negotiations, plan for vacancies, furloughs and more.

- **Save time and effort:** Manage new position and reclassification requests more efficiently and incorporate those changes directly into your planning.

- **Streamline Budget Reviews:** Share your dashboard and key reports with internal and external stakeholders for review, feedback and approval. With all of the relevant information in one place, your budget review meetings will be a snap.

- **Synchronized budgeting:** ClearGov's Personnel Budgeting also syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process.

ⓐ Capital Budgeting

Smart Capital Planning

Capital planning doesn't have to be complicated and it definitely doesn't need to be manual. It's time to get rid of those hard copy capital request forms and move your entire capital planning process into the digital age.

ClearGov Capital Budgeting is the first cloud-based capital improvement planning (CIP) solution specifically designed for local governments that streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement.
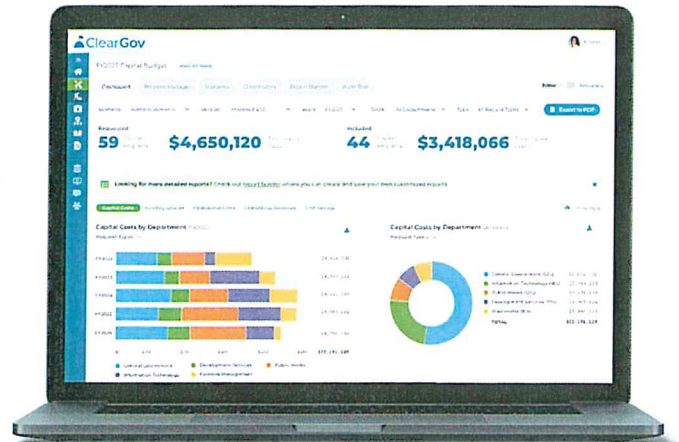
Watch a 7 minute micro-demo here

✔ **Capital Budgeting Dashboard**

✔ **Unlimited Contributors**

✔ **Capital Request Manager**

✔ **Project Request Templates**

✔ **Request Scoring & Ranking**

✔ **Integrated Report Builder**

✔ **Unlimited Scenario Planning**

✔ **And more...**

GAINESVILLE

"The Capital Requests feature is very straightforward to use and department heads required no training to start using the software. It took just 5-10 minutes to create the custom forms, and it's nice to not have to worry about locking Excel sheets and consolidating requests. Department heads simply login and fill them out, and the requests automatically route to the software!"

Matthew Hamby
CRPF, Deputy Chief Financial Officer
Gainesville, GA
Population: 38,500

Capital Requests

The Capital Request function is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your capital plan. Think of it as a modern, digital-first solution to an age-old, paper problem.

- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically.

- **Customize your form(s):** Easily customize the default templates with a few simple clicks to precisely fit your needs and preferences. Create as many different form types as you need.

- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads.

- **Digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away.

- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard.
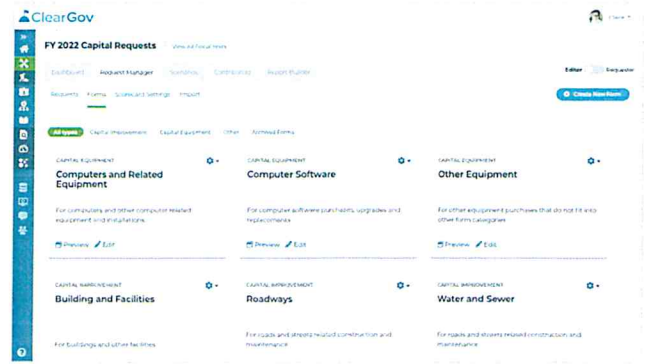
Scenario Planning

All capital request data is automatically integrated into the Scenarios functionality. Powerful but simple tools enable you to easily and visually identify how your expected funding matches up against all of the requests. Scenarios makes it point-and-click easy to examine multiple scenarios to help you make insightful decisions about which projects you need and can afford to fund.

- **Unlimited Scenarios:** Easily create, analyze and compare multiple scenario plans to propose and optimize your capital budget - both near and long term.

- **Scoring and Ranking:** Assign priorities and ratings to each project based on how they directly impact your key strategic initiatives.

- **Shift Funding Assumptions:** Can't afford to completely fund a project in one year...no problem. ClearGov Capital Budgeting enables you to spread funding assumptions across multiple years and explore multi-year what-if scenarios.
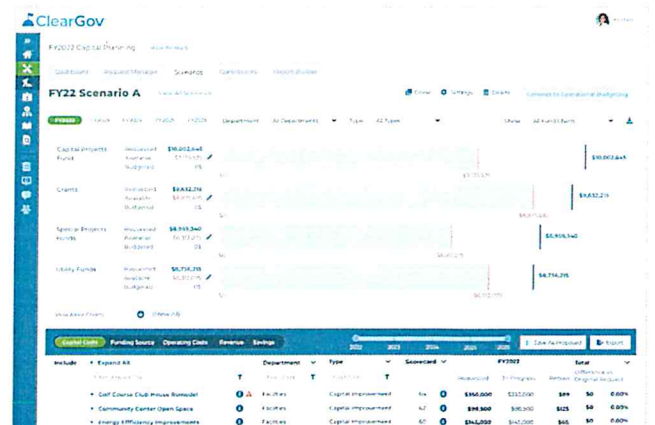
Capital Budgeting Dashboard

The Capital Budgeting dashboard centralizes everything you need to plan and present your budget and provide deeper insight into capital requests. Use filters to visualize the data from multiple angles while you review capital costs, funding sources, operational costs, cost savings and project revenue.
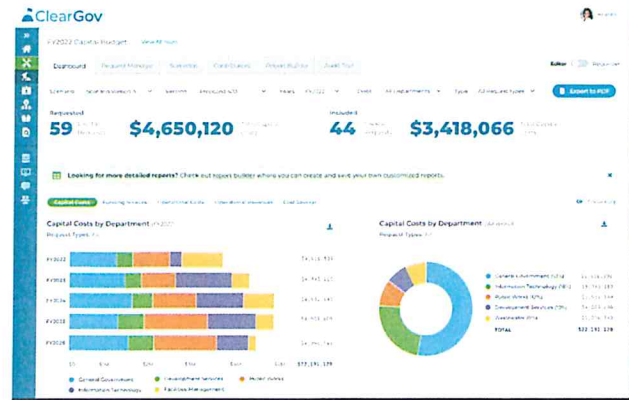
- **Robust Filtering:** Immediately see the impact of capital requests on your budget from multiple angles. Filter your dashboard by department, year, request type and more.

- **Auto-generated graphs:** View your capital budget data with auto-generated charts that can be downloaded instantly to be used in presentations or shared with stakeholders.

- **Analyze Requests:** Easily click on a request to drill down into the details to see pictures, attachments and a cost breakdown.

Why does Laurel need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.

- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click.

- **Critical insights:** Leverage scenario planning to understand the true impact of key capital projects in both the short term and over time.

- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

- **Synchronized budgeting:** ClearGov's Capital Budgeting syncs directly with ClearGov Operational Budgeting to further streamline your overall annual budgeting process. Capital Budgeting also syncs with and automatically generates a capital request summary with detail pages for each department/request for your ClearGov Digital Budget Book.

Digital Budget Book

Build an Award-Winning Budget Book in a Fraction of the Time

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, ideally, you want it to be easy and efficient to produce on your end.

ClearGov Digital Budget Book is the industry's first website-based solution that automates most of the budget book creation process using templates and data-driven charts and tables. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

Watch a 5 minute micro-demo here
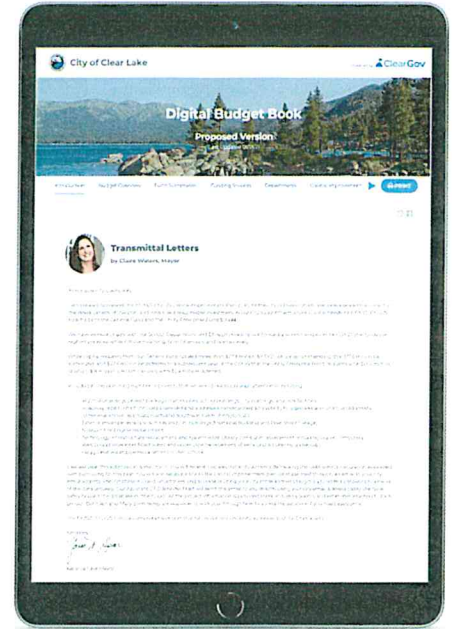
✔ **Automated Fund Summaries**   ✔ **Capital Improvements Inclusion**

✔ **Department Specific Pages**   ✔ **Automatic Data Updates**

✔ **Collaborate and Customize**   ✔ **Automated Workflows**

✔ **Built-in GFOA Best Practices**   ✔ **And more...**

"From start to finish, the ClearGov team is top-notch in customer service and support. ClearGov's Digital Budget Book is a phenomenal product that is very user friendly and easy to navigate. Once the mapping is in place, everything flows into one another accurately and provides an end product that has been very well received all-around. In addition to being such an innovative product that continually improves, it is quite fun to use. It's like scrapbooking with numbers!"

Tiffany Barnett
Accounting Manager
Hemet, CA

Budget Book Builder

The Budget Book Builder module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts

- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches

- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.

- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices
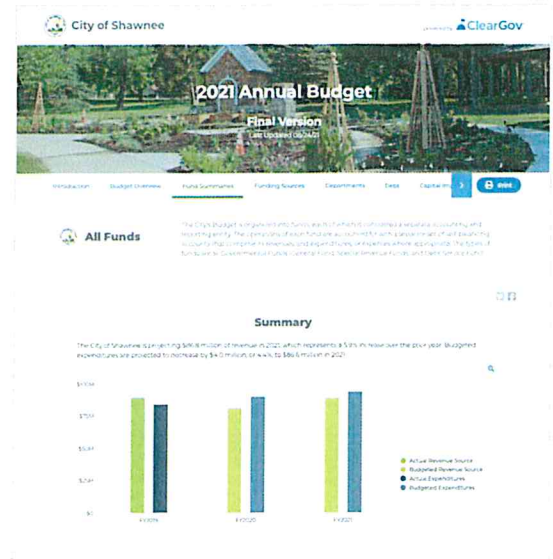
Capital Improvements Inclusion

Utilize the free **Capital Requests Module** to automate and optimize the process of collecting, organizing and reporting capital requests across all departments. The Capital Requests Module also automatically populates your Digital Budget Book.

- **Automate your workflow:** Initiate, collect, track, and manage all your capital requests with simply online forms that can be easily customized to precisely fit your needs and preferences.

- **Publish to your budget book:** Automatically add annual and multi-year capital improvement plans directly into your digital budget book.
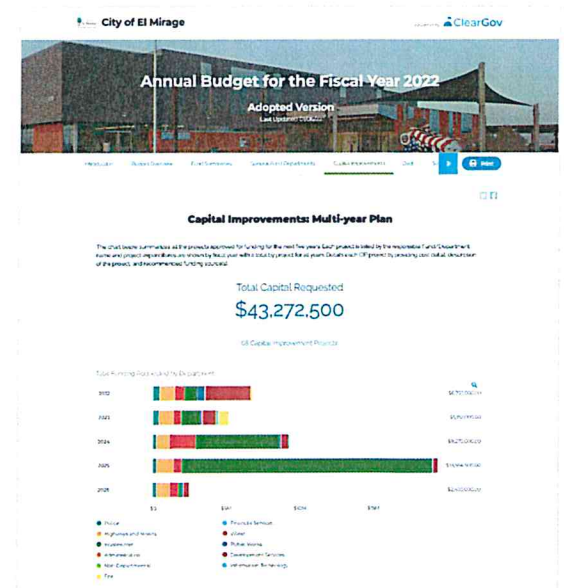
Digital Budget Book Examples

Check just a few of the outstanding Digital Budget Books created using the ClearGov solution:
- El Mirage, AZ Digital Budget Book
- Shawnee, KS Digital Budget Book
- Woodbridge, CT Digital Budget Book
- Yuma County, AZ Digital Budget Book
- Sussex County, DE Digital Budget Book

Automatic Data Updates

Revenue and expense data are automatically updated throughout your Digital Budget book as the numbers change, eliminating errors and saving time - especially valuable for those inevitable last-minute tweaks.

- **Embedded Data:** Easily embed budget numbers into your narrative. Embedded numbers automatically update whenever your budget changes. No more searching through 300 pages.

- **Smart Charts:** All charts and graphs also update automatically, and they're interactive to help provide a complete picture of your budget.

- **Integrated Budget:** Syncs directly with ClearGov Operational Budgeting or upload your budget data into an integrated, intuitive budget editor.

Why does Laurel need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.

- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop manually collecting, merging, and managing all that input from dozens of department heads.

- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.

- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.

- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there is a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.

⊙ Transparency

Tell Your Story

Tell your financial story using our simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals and results in a way that informs and engages your community.

ClearGov Transparency is a suite of cloud-based solutions designed to remove the static from your communications efforts, so you can keep your community in the loop with the solid work you and your team are doing. With innovative, turnkey transparency profiles, project pages and department dashboards ClearGov Transparency helps you tell your story and show your work.
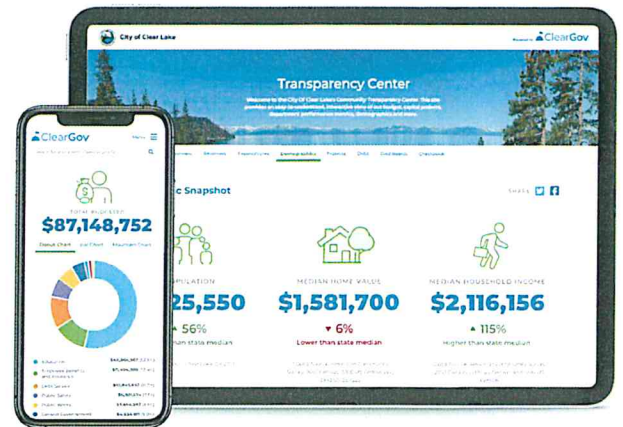
Watch a 5 minute micro-demo here

✔ **Fiscal Transparency**   ✔ **Open Checkbook**

✔ **Department Dashboards**   ✔ **Performance Metrics**

✔ **Peer Comparison**   ✔ **Capital Project Pages**

✔ **Custom Chart Builder**   ✔ **And more...**

"We have received nothing but positive feedback from the public on our new ClearGov Transparency profile. It has helped us communicate our financials in a user-friendly and interactive way."

John Frye
Financial Services Director
Pinehurst, NC
Population: 15,580

Financial Transparency

Build community trust and support by publishing your financial data in an online profile that's feature-rich, easy to use, and easy to understand. It's an instant best-in-class transparency center that's miles ahead of the usual complex spreadsheets and static PDFs.

- **Easy-to-understand infographic format:** Help citizens and other stakeholders easily visualize and interpret important metrics.

- **Context features that make transparency meaningful:** Add explanatory notes that tell the story behind the numbers. Allow users to compare data side-by-side with similar communities near you.

- **Budget vs. actuals:** Clearly show how funds are collected and allocated. Reveal trends by showing historical data as well.

- **Open checkbook:** If desired, you can provide searchable, check-level detail revealing line-item spend.
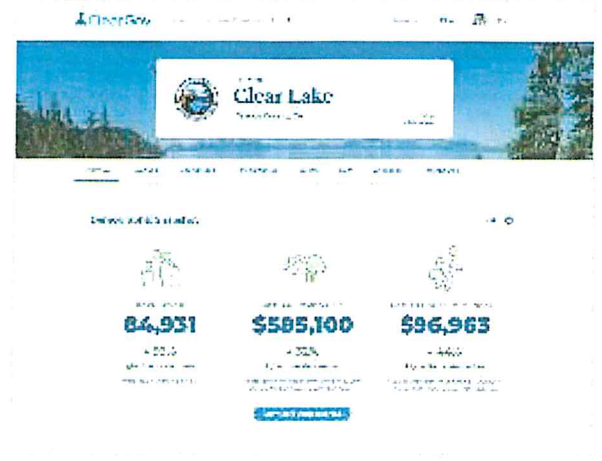
Capital Project Communications

Keep citizens in the loop with key data and updates about all of your key projects. Project Pages take only minutes to populate and allow you to share photos, timelines, funding sources, and more — all in one centralized location. If you're also using ClearGov Capital Budgeting you can publish capital requests from department heads directly to project pages in just one click.

- **Share project finances:** Post your project's budget, funding sources and track expenditures along the way.

- **Share images:** Bring your project's story to life by posting photos and architectural renderings.

- **Allow citizens to subscribe:** Visitors to your Project Pages can subscribe to receive automatic email updates every time you make a change.

- **Collect citizen feedback:** Invite visitors to ask questions or post comments in a moderated forum that you control.
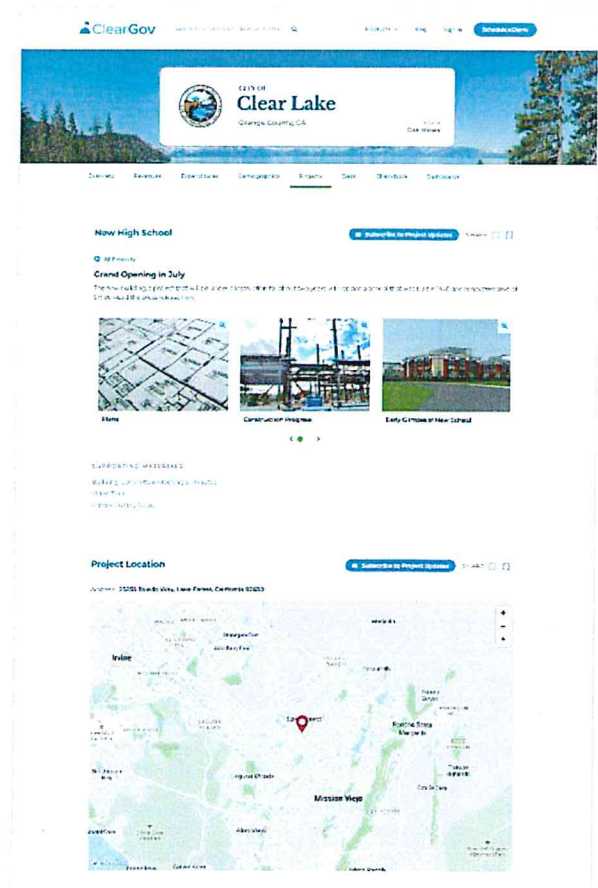
Department Dashboards

Tell your government's whole story by publishing updates detailing department-level performance metrics. Showcase KPIs for any and all departments, from animal control to the zoning board.

ClearGov Department Dashboards are extremely flexible and point-and-click easy to assemble. You can use Department Dashboards to display any metric you like. Plus, the ClearGov solution makes sure that your data is presented in a way that's easy for your residents to interpret and understand.

- **Customize:** Display department-specific KPIs. Add the department head's name, title, picture, and a brief intro letter.

- **Create panels:** Select the appropriate template for each section you want to display. If you like, add commentary or explanatory text.

- **Add charts:** Pull in existing graphics from the ClearGov Chart Builder App or easily create new ones specific to your dashboard.
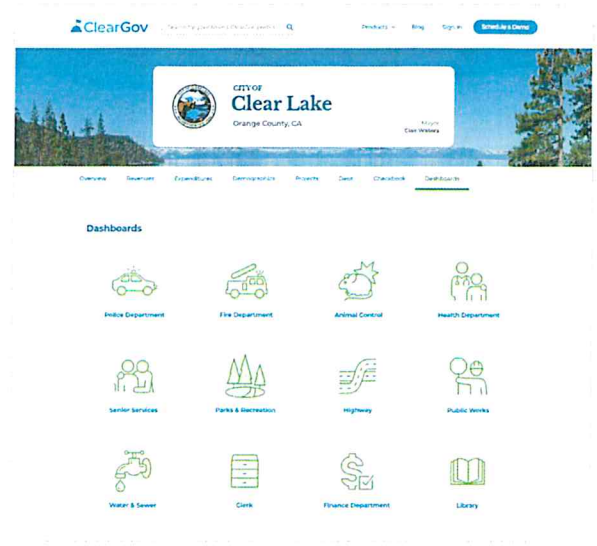
Why does Laurel need this?

- **Drive community support:** By sharing critical facts and figures with citizens, you can foster a climate of trust and understanding that helps drive public support for key initiatives.

- **Dispel public misconceptions:** MIT research shows that false news travels faster, farther, and deeper than true news, particularly through social media. In the age of misinformation, readily accessible and easily understood facts are your best defense against public misconceptions.

- **Reduce inquiries:** Research by the Sunlight Foundation indicates that municipal transparency programs reduce citizen information requests by 30 percent. The more data you share with constituents now, and the clearer you make it, the fewer inquiries and record requests you'll field on an ongoing basis.

- **Promote value:** Where else can the average citizen go to find out about police response times or annual fundraising efforts? Department Dashboards let every division tell its own unique story.

- **Hold departments accountable:** They say that what gets measured is what gets done. ClearGov dashboards are a simple and effective way to track department performance against goals and to promote a culture of performance and transparency agency-wide.

- **Shine a spotlight on community development:** A good chunk of every tax dollar funds important CIPs in your community — things like new construction, improvements to infrastructure, and other key initiatives. Keep residents (and the press) informed about the issues they care about most.

Product Scope

In the interest of transparency, we want to provide guidance around the scope of usage that is included with each ClearGov solution. The tables below do not provide a detailed list of every feature and/or function included in the product. These tables provide a summary of the key things that you can do with each solution once your account has been activated.

ClearGov Operational Budgeting - Product Scope

Once your data has been onboarded, ClearGov Operational Budgeting enables Laurel team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Service Description	In Scope
Create Forecasts: Auto generate one or more forecasts for each of your funds. Modify forecasts based on what-if scenarios adjust parameters as needed.	Unlimited forecasts
Create Budgets: Create one or more budgets for each of your applicable funds. Invite collaborators, iteratively build the budget and share with reviewers.	Unlimited budgets
Export Budgets to ERP: Export your final budget(s) from ClearGov in order to import directly into your accounting system / ERP. NOTE: Depending on your ERP, your export file may require formatting prior to import.	Export Format:Excel; .CSV file

ClearGov Personnel Budgeting - Product Scope

Once you have uploaded your position and personnel data, ClearGov Personnel Budgeting enables Laurel team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Personnel Request Forms: Create forms for your contributors to submit personnel requests.	Unlimited personnel request forms
Personnel Data Import: Import personnel and position data into your personnel plan.	Unlimited positions and personnel
Personnel Scenario Planning: Input and adjust key rules and assumptions to create and analyze personnel budget scenarios.	Unlimited scenario planning

ClearGov Capital Budgeting - Product Scope

Once your subscription is activated, ClearGov Capital Budgeting enables Laurel team members to execute a variety of tasks, as outlined in the table below. ClearGov products are designed to be easy to use and intuitive, and with the training we provide, you should have all the expertise you need to fully leverage the platform.

Description	In Scope
Capital Request Forms: Create forms for your contributors to submit capital requests.	Unlimited capital request forms
Capital Request Imports: Import existing capital requests to your capital plan and/or present in your budget book.	Unlimited capital requests
Capital Scenario Planning: Input and adjust capital funding assumptions to create and analyze capital budget scenarios.	Unlimited scenario planning

ClearGov Digital Budget Book - Product Scope

Once your data has been onboarded, ClearGov Digital Budget Book enables Laurel team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your CSM will provide advice and suggest best practices to help you optimize your own Digital Budget Book.

Description	In Scope
Capital Request Forms: Using ClearGov's free Capital Requests Module, you can create forms for your contributors to submit capital requests to create a Capital Request summary for your Digital Budget Book.	Unlimited capital request forms
Digital Budget Books: Create comprehensive digital budget books based on onboarded budget data and the narrative added by you.	Unlimited Digital Budget Book versions
Digital Budget Book Pages: Fill out templated sections of your budget book using ClearGov's toolset and GFOA guidelines embedded in the product, and/or create new pages with your own content, images, tables, etc. as needed.	Unlimited pages
Printed Budget Books: ClearGov's Digital Budget Book solution includes print to .PDF functionality. It automatically creates .PDF documents of the full budget book or selected sections.	Unlimited

Transparency - Product Scope

Once your data has been onboarded, ClearGov Transparency enables Laurel team members to execute a variety of tasks, as outlined in the table below. The ClearGov training programs and your Client Success Manager will provide advice and suggest best practices to help you optimize your ClearGov Transparency implementation.

Description	In Scope
Project Pages: Create and publish website-based Project Pages to communicate capital projects and other community projects. Share project status, milestones, timeline, budget and other updates with your constituents.	Unlimited Project Pages
Department Dashboards: Using ClearGov's easy to learn and intuitive toolset, including custom charting, you can create Department Dashboards to communicate key performance metrics to your constituents.	Unlimited Department Dashboards
Transparency Profile Launch: Promote your transparency profile to residents through a press release, your website and social media.	ClearGov provides a release template and a customer banner for your Website.
Data Updates: You may regularly update your financial data at your discretion by sending new files to ClearGov. For example, you may post current FY budget and update periodically with actual spending.	You may provide monthly, quarterly (recommended) or annual updates for budget data. Open Checkbook data can be uploaded weekly.

Investment

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:
- A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:
- A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)	
Setup Fee: Includes - *Full activation and setup; Data onboarding; Client training*	$6,000.00
Setup Bundle Discount:	($2,400.00)
Total Setup Service Fees	$3,600.00

Annual Subscription Service Fees (Annual investment)	
ClearGov Operational Budgeting	$8,700.00
ClearGov Personnel Budgeting	$8,300.00
ClearGov Capital Budgeting	$5,400.00
ClearGov Digital Budget Book	$4,950.00
ClearGov Transparency	$4,300.00
Bundle Discount: If Signed by 2/29/23	($21,650.00)
Total Annual Subscription Service Fees	$10,000.00

🎯 Implementation Plan

Overview

The ClearGov onboarding process is designed to activate and set up your ClearGov solution. We have designed the process to be as straightforward as possible. Yes - there are some things you'll have to do, but the effort is likely to be much less than other robust software implementations you have experienced in the past. With your specific goals and budget timeline in mind, your Implementation Manager will develop a plan and guide you through what needs to be done to get you and your team up and running. The Implementation Manager will work with you and ClearGov's internal experts to achieve onboarding milestones.

It is important to note that the onboarding process will have a big impact on your long-term success with ClearGov and as such, it is a partnership with both shared and individual responsibilities. Rest assured that your Implementation Manager will keep you informed about progress and next steps along the way. Our job is to help you maximize the benefits you receive by using the ClearGov platform.

"Governments looking for budgeting and transparency software need to know two things about ClearGov: 1) it's super easy to use, and 2) the ClearGov Client Success team is unparalleled in its ability to work individually with each client. I have not found that at any other company. No one does what ClearGov does, and they have really helped us do a better job."

Brandon Neish
Finance Director
City of Sweet Home, OR
Population: 10,000

Roles & Responsibilities

Effectively and efficiently completing the onboarding process requires a small group of people - from both ClearGov and Laurel - with specific roles and responsibilities, as follows. NOTE: For some customers, one person may play multiple roles.

Laurel Team

- **Executive Sponsor:** Champions the implementation and rollout of ClearGov inside Laurel. Removes roadblocks and acts as the escalation point if the onboarding process stalls.
- **Primary Contact:** Go-to person at Laurel who is the main liaison with ClearGov's Implementation Manager. Responsible for scheduling meetings and ensuring the right people from the organization attend.
- **Data Exporter:** The person responsible for exporting financial data from your ERP / Accounting System and providing Account ID structure information.
- **Data Reviewer:** The person responsible for reviewing and approving data maps and how your data displays within the ClearGov platform.

ClearGov Team

- **Implementation Manager (IM):** Overall Project Manager for onboarding. Responsible for driving meetings as required and guiding you through the onboarding process. Ensures alignment with what needs to be done and who needs to do it.

- **Data Onboarding Consultant (DOC):** ClearGov's DOC team is made up of *former local government finance officials*, so they have been in your shoes. Your DOC is responsible for uploading and categorizing your financial data. They will work closely with the Data Reviewer to complete data mapping.
- **Training & Enablement Specialist:** A ClearGov team member who is deeply familiar with ClearGov products and has developed on-demand educational material available in ClearGov's Support Center. This person will lead training workshops as necessary for users.
- **Client Success Manager (CSM):** Once your onboarding process is complete, you will be introduced to your Client Success Manager, who is responsible for making sure you achieve your objectives and have ongoing success using the ClearGov platform.
- **ClearGov Support Team (support@cleargov.com):** Everyone on this team understands how ClearGov products work and can answer questions to help you complete a task. The ClearGov Support team is available for technical assistance for all ClearGov customers.
- **ClearGov Data Team (data@cleargov.com):** The ClearGov Data Team is responsible for adding new or updating existing data after the initial onboarding is complete. NOTE: *Most members of our Data Team are former financial officials as well.*

ClearGov's Award-Winning Onboarding Process

"ChurnZero, a leading customer success platform proclaimed ClearGov an Onboarding Hero award winner. ClearGov implemented a new process which reduced average client onboarding time by 26% while earning a post-onboarding customer satisfaction rating of 100%."

Onboarding Timeline

We have successfully onboarded hundreds of local governments, so we know that different organizations have different objectives and deadlines. Some of our customers want/need to implement as quickly as possible and make ClearGov their #1 priority. Other customers take a more relaxed approach and fit us in among other projects. As a result, the onboarding process typically stretches across 60 - 90 days, which allows enough time for us to collaborate and complete the important tasks mentioned in the next section.

Typical Onboarding Timeline

IMPORTANT - Meeting Your Deadline: We are happy to work at whatever pace fits your needs, and we recognize that in certain circumstances, you may require an expedited onboarding process. If you have a specific deadline in mind, please inform your Account Executive or Implementation Manager as soon as possible. We will do our best to meet your deadline (we don't miss many of them), and we'll let you know exactly what we need from you - and when - in order to hit your objective.

Onboarding Phases & Tasks

The onboarding process has six phases, as outlined below. Some of these phases overlap and can occur concurrently to reduce the duration of onboarding. Furthermore, once your product subscriptions are activated you are able to use the product(s) immediately to complete various setup & customization tasks while the financial data you provided to ClearGov is being uploaded and mapped.

Phase 1: Discover

The Discover phase is the initial period when you and ClearGov develop a shared understanding of your goals, specific data requirements & structure, budget cycle timeline, and onboarding plan. Depending upon schedules and availability, the Discover phase - in conjunction with the Prepare phase - usually lasts 2 to 4 weeks, starting when you sign the ClearGov service order and your Account Executive connects you with your Implementation Manager. The Implementation Manager is the person who is responsible for overseeing the onboarding process and ensuring both you and the ClearGov team are on track to meet key milestones.

The key objectives during the Discover phase include:
- **Share Goals:** During the Kickoff call, your Implementation Manager will review and verify the goals you discussed with the Account Executive during the sales process.
- **Confirm Key Milestones & Dates:** This information will be used as input to the onboarding project plan and to ensure that everyone has common expectations.
- **Define Launch Requirements:** The Implementation Manager will guide you through exactly what needs to be completed prior to launching ClearGov applications with your organization.

Task	Responsibility	Notes
Product subscription activation	ClearGov	ClearGov will activate your subscription in accordance with the Service Start Date listed in your Service Order. ClearGov will create your initial Client Admin user, who can then access the platform and add additional (unlimited) users as necessary.
Kickoff & Data Discovery calls	ClearGov & Client	The Implementation Manager will schedule two separate 30 - 60 minute Zoom sessions with your team. The first call is to discuss key objectives and the timeline for onboarding. The Client's Primary Contact should attend this meeting and anyone else who would like to be involved. The second is with a ClearGov Data Onboarding consultant to understand your financial data and collect information for categorizing that data. The Client's Primary Contact, Data Exporter, and Data Reviewer should attend this meeting.
Complete Implementation Worksheet	ClearGov & Client	The Implementation Manager will share a worksheet with a few questions to help us better understand your specific needs and timeline.
Assemble teams and resources	ClearGov & Client	Identify and assemble the necessary individuals - on both teams - to participate in onboarding.
Create a detailed project plan with timeline	ClearGov	The Implementation Manager will develop the timeline and project plans and will review these with the Primary Contact.

Phase 2: Prepare

The Prepare phase focuses mainly on helping ClearGov understand how you categorize your financial data and what changes may be necessary in order to display data the way you prefer within the ClearGov platform. During the Prepare phase, we will ask you to export financial data from your ERP or accounting system and provide information on your account code structure.

Task	Responsibility	Notes
Data Onboarding learning path	Client	We will share material to help you understand the ClearGov data onboarding requirements, as well as how certain choices will affect how your data is displayed within our products.
Scope data implementation	ClearGov	We will ask you to verify how many years of historical data you wish to include in the platform along with which budget and actual versions you want to onboard.
Export Financial Data	Client	We will ask you to export financial data from your ERP / accounting system, and we will provide data format requirements.
Provide mapping information	Client	We will ask you to provide guidance about how to categorize line items based on the structure of your Account IDs, i.e. help us understand your Account ID segment codes.
Review and clarify data	ClearGov	ClearGov will review the data files and information you provide and will let you know if we have clarifying questions.

Phase 3: Map & Review

Formatting, uploading, and mapping your financial (i.e. general ledger revenue and expense) data is the most important step of the onboarding process because that data is what enables the full use of our budgeting applications. A ClearGov Data Onboarding Consultant will complete this work while relying on you to provide a complete set of data files and your input along the way. We will need you to attend a few calls, carefully review the mapping and provide timely feedback. It is our goal to make sure your financial data is presented through the ClearGov applications in the way you want.

Task	Responsibility	Notes
Upload and map financial data	ClearGov	We will format and upload your financial (revenue and expense) data and map each line item into categories such as fund, department, revenue source, and objects
Review initial mapping	ClearGov & Client	We will review your initial mapping with you in a Mapping Review call and develop a strategy for you to provide feedback.
Provide feedback and iterate initial mapping	ClearGov & Client	If necessary, we will create a mapping feedback form for you to fill out and return to us. We will make mapping revisions based on your feedback.
Review mapping in-product	ClearGov & Client	We will review how data flows into key product areas and how you can change how your data looks using product settings. If no initial mapping revisions are required, this process can happen in the initial Mapping Review call.
Product-specific settings	ClearGov & Client	During the in-product review, we will discuss how specific product settings can impact the presentation of your data, e.g. Digital Budget Book best practices for creating department pages with a consistent look.

Phase 4: Train & Configure

Administrators can begin learning how to use ClearGov as well as configure non-financial application settings while data is being mapped. We have developed comprehensive courses that will provide you with step-by-step instructions on how to configure ClearGov. Your Implementation Manager will

recommend a custom learning path based on the products you have purchased. The specific tasks required in this phase are outlined in the table below.

Task	Responsibility	Notes
Administrators & editors begin their learning path and explore help resources	ClearGov & Client	Your Implementation Manager will recommend and enroll you in ClearGov Academy courses to help you meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption. Login to ClearGov Academy and begin your learning path, and log in to ClearGov and explore our Support Center resources.
Admin & Editor Workshops	ClearGov & Client	Schedule and complete product workshops, as required. (See note below for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.
Configure non-financial application settings	Client	Complete configurations in selected applications. Some examples: • Select the pages you would like to include in your Transparency Center • Customize Capital Budgeting Forms • Create Wage Schedules in Personnel Budgeting, etc. Your Implementation Manager will provide a comprehensive list of configuration tasks you can complete while your financial data is being onboarded.
Import non-financial data	Client	Import non-financial data such as existing employee information for Personnel Budgeting and capital requests for Capital Budgeting.
Add users to the system	Client	In the User Management application, add all potential users to the system. Adding all users here makes it easy to select the appropriate people when it comes time to request budget input and review.

ClearGov Workshops Overview

ClearGov's products are designed to be easy to use and our learning resources are robust. As a result, you may not need a Workshop for all products. If you want one, here are our guidelines:
- ClearGov will provide a 30-minute Workshop for each product in your subscription.
- ClearGov Workshops may be attended by both Administrators and Editors.
- ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is **highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop.**
- All Workshops are recorded for your ongoing reference and team access.

Phase 5: Promote & Educate

ClearGov applications are built to foster collaboration during the budget development process. As such, we want to make sure your entire team knows what ClearGov is and how to get the most from our platform.

Task	Responsibility	Notes
Introduce ClearGov to colleagues	ClearGov & Client	Your Implementation Manager will work with you to customize materials (email messaging and supporting materials) to send to key stakeholders in your organization.

Department Heads complete learning paths	Client	Your Implementation Manager will recommend ClearGov Academy courses for your Department Heads and other users of ClearGov based on the products included in your subscription. Your Implementation Manager will also recommend other resources available through our learning center to ensure your Department Heads are set up for success with ClearGov.
Department Head Workshop	ClearGov & Client	Schedule and complete product workshops, as required. (See note above for additional details.) This is instructor-based training, so please come prepared with specific workflow questions.

Phase 6: Wrap Up

With your onboarding process complete, the Laurel team will be well-prepared to build and communicate your budget. At this point, your Implementation Manager will introduce you to the ClearGov Team who will support you, including your Client Success Manager.

Task	Responsibility	Notes
Client Success Manager assigned	ClearGov	ClearGov will assign a dedicated Client Success Manager (CSM). Your CSM will become your primary point of contact to provide coaching, share best practices, and ensure continued success with your ClearGov platform.
Post-Onboarding Review call	ClearGov & Client	Your Implementation Manager will coordinate a call with your new CSM and your Primary Contact to do a final review of any outstanding onboarding tasks as well as to gather your feedback to highlight if any part of the process could have been executed better.
Communicate Support & Data Request process	ClearGov	Your Implementation Manager will provide instructions on how to contact our Support Team if you have questions or run into a technical issue. Your Implementation Manager will also provide instructions on how to submit data uploads or modification requests to the Data Team.

Data Requirements

ClearGov's Onboarding process is focused on getting your most complex data up and running on the ClearGov platform. In a nutshell, this means your financial (i.e. general ledger revenue and expense) data - both current and historical information. This data should be readily exportable from any accounting/ERP system. We have partnered with a few vendors to include an "Export to ClearGov" button in their solutions and for some others we can provide detailed export instructions. Your IM will let you know what is available based on the accounting/ERP system you use. Your IM will also provide you with a more detailed document explaining data requirements. The highlights are outlined below.

Data Onboarding Requirements by Product

Product	Chart of Accounts	Revenue & Expenditure Data		Checkbook Detail
		Actual	Budgeted	
Operational Budgeting	☑	☑	☑	N/A
Personnel Budgeting	☑	N/A	N/A	N/A
Capital Budgeting	☑	N/A	N/A	N/A

Digital Budget Book	✅	✅	✅	N/A
Transparency	✅	✅	✅	✅

Data Onboarding Detail

Actual Revenues & Expenditures
- The majority of clients sent us 4 to 6 years, however, there is no limit
- By providing more years, trend charts will be more robust
- Current FY budget data is used as the basis to create the next FY budget.

Budgeted Revenue & Expenditures
- Current and upcoming
- Past years to display budget-to-actuals (optional)

Check Level Detail (ClearGov Transparency Only, Optional)
- If you wish to use the Open Checkbook feature in ClearGov Transparency
- Your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer

Line Item Detail File(s)
- Line-item level revenue and expense data. Depending on which accounting system you use, all years may be exported in one file or there may be a file created for each year.
- Each line item should include full account number, account description, fund and dollar amount. We will also need to know the associated fiscal year and if the line item is tied to revenue or expense.
- Depending upon which accounting system you're using, this is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key
- This is simply an explanation of your account number structure.
- An account number is made up of segments and for each segment we need to know its purpose (i.e. whether it refers to a fund, a department, an object, etc.).
- Most accounting systems enable you to run a report to generate this information. It's often called a Segment Report or Chart of Accounts. If yours does not, just let us know. The ClearGov data team has successfully uploaded data for hundreds of clients and will work with you to determine the best options.

How much data should we provide?
In short, it depends on which product(s) you plan to use:
- **Operational Budgeting:** Should provide budgeted data for the current fiscal year and any historical budgeted/actual data you would like to be able to view/compare when you are building your next budget. NOTE: The Forecasting module uses historical data to build forecasts, so the more historical data you provide, the better your forecasts will be.
- **Digital Budget Book:** Should provide budgeted and actual data for any fiscal year that you wish to present in your digital budget, typically 3-5 years.
- **Transparency:** Should provide any budgeted and actual data for fiscal years that you wish to present within your Transparency profile. Generally, we recommend presenting at least 4 years of data to be able to show trend analysis over time, but we can upload as many years as you provide.

Training and Support

ClearGov solutions are designed to be intuitive and easy-to-use. With that said, ClearGov's training materials and support channels are designed to ensure that you and your team can successfully launch, adopt and optimize the value you receive from the ClearGov platform. We will share how to accomplish tasks, key insights and best practices.

"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Training

For starters, we have developed comprehensive courses that provide you with step-by-step instructions on how to configure and use ClearGov. Your Implementation Manager will recommend and enroll you and your team in ClearGov Academy courses to help meet your goals. Courses are broken down into a variety of product-specific educational elements (e.g. videos, articles, quizzes) for easy consumption.

If needed, instructor-based training is available in workshop format. ClearGov Workshops are designed to answer your specific questions about how to use ClearGov's solutions to meet your specific needs. Therefore, it is highly recommended that you complete the ClearGov Academy courses prior to attending a ClearGov Workshop. ClearGov will provide a remotely-delivered, 30-minute Workshop for each product in your subscription. ClearGov Workshops may be attended by both Administrators/Editors and Department Heads/Contributors. All Workshops are recorded for future reference and to train new hires.

Support Center

All ClearGov users have access to a frequently updated online Support Center filled with hundreds of how-to articles, video tutorials and information sheets. The ClearGov Support Center is easy to navigate and has a robust search engine to quickly find help on a specific topic.

Client Success Manager

When the onboarding process is complete, the Implementation Manager will introduce you to your Client Success Manager. Your Client Success Manager is available by phone and email and will work with you to get the most out of ClearGov's platform. CSMs are generally available 9:00AM to 5:00PM, Monday through Friday (excluding holidays). Your CSM will inform you of their specific availability. Our CSMs are committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

ClearGov Support & Data Team

For questions on how to use ClearGov or to report a technical issue, you will be able to reach a Support Specialist via support@cleargov.com during business hours (Monday through Friday, 8:00AM to 6:00PM Eastern). Our Support Team is committed to responding to all inquiries within one business day, and in most cases, you will receive a same-day response.

For data updates, we ask that you send data files along with detailed instructions on what you'd like us to update to data@cleargov.com. Our standard lead time to complete an update is five business days. However, if you need an update completed sooner to meet a deadline, just let us know. Straightforward uploads or changes often are completed within one or two business days.

Product Enhancement Requests

We absolutely love hearing from Clients - especially when they have ideas that would make our products better. In fact, we meet weekly to go over all the feedback we've received to provide key input to our product roadmap. Many of the applications and features in ClearGov's solution are a direct result of client feedback. When you have a request for a product enhancement, please submit your idea(s) to support@cleargov.com or inform your CSM and they will bring it up at our weekly meeting. We prioritize product enhancements primarily based on the number of clients who are requesting similar functionality, so we can't guarantee that your ideas will go to the top of the list, but we promise that we'll always listen, and we work hard to make 100% of our customers happy.

Technical & Security Overview

ClearGov Hosting Platform

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:
- Web application firewalls control access to the underlying code
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:
- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

What sort of disaster recovery plan is in place?

One of the reasons we selected AWS is because they provide state of the art disaster recovery. ClearGov databases are duplicated in real-time across multiple AWS servers, and the entire ClearGov platform is backed up on a daily basis across the AWS network. So, even in the event of a catastrophic system failure, 24 hours of data loss would be the maximum impact.

Is the ClearGov platform designed to scale to meet demand bursts?

Yes. One of the key factors behind selecting AWS as our hosting provider is their ability to scale rapidly. AWS has automated solutions in place that automatically scale ClearGov's platform for normal peaks and valleys in demand, and can be rapidly (and remotely) scaled to meet sustained demand increases.

Does ClearGov leverage AWS Virtual Private Cloud features?

Yes. ClearGov utilizes the AWS Virtual Private Cloud functionality, so that our platform is hosted on a logically isolated section of the AWS Cloud and not commingled with any third party applications.

How do I learn more about ClearGov's hosting solution?

You can learn more about AWS data centers and security measures via the following link:
- https://aws.amazon.com/security/?hp=tile

Security FAQs

How is client data stored within the ClearGov platform?

All client data is stored in a single data repository with proper authentication and access control built into the system to ensure that users may only access the data applicable to their organization.

Is the ClearGov platform SOC 2 compliant?

Our hosting provider, AWS, is fully compliant with SOC 2 requirements, and ClearGov can provide a copy of the most recent AWS SOC 2 compliance/audit report upon request.

How often is the ClearGov platform reviewed for adherence to security standards?

ClearGov performs quarterly security reviews to ensure that processes are being followed and standards are being met.

How frequently is the ClearGov platform monitored?

The ClearGov platform is monitored continuously - 24 x 7 - for performance, security and auditing.

Service Level FAQs

What level of service availability does ClearGov support?

All ClearGov solutions are available on a 24/7 basis, and ClearGov is committed to 99.99% uptime. Given that we are a cloud-based solution product patches and upgrades are completed in real-time, without impact to system performance. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

What is your standard practice for security patch management?

ClearGov conducts ongoing audits of third party packages for vulnerabilities. Patches for critical vulnerabilities are released as soon as possible, otherwise patches are released as part of regular bi-weekly software releases.

How often does ClearGov schedule planned outages for system upgrades?

The ClearGov platform and applications are architected so that the system does not require downtime during regular maintenance, product upgrades or emergency patches. On occasion, as necessary, larger upgrades that may require planned system downtime are announced in advance and completed over the weekend and/or after working hours.

General Questions

Q: Do we need to dedicate resources for ClearGov implementation?
- A: Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly) , which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?
- A: The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

Q: How much effort is required to import our data?
- A: In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Onboarding section above for more details.

Q: Can ClearGov help us communicate our finances internally?
- A: Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

Q: How will ClearGov store our data? Is it secure?
- A: ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: https://aws.amazon.com/security/?hp=tile. See Security Overview section above for more details.

Q. Are there any accounting systems that are not compatible with ClearGov?
- A: The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?
- A: The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.

- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Q: Does the ClearGov platform support single sign-on functionality?

- A: Yes. ClearGov supports single sign-on functionality using Microsoft Azure Active Directory. We are happy to support other single sign-on platforms/APIs as well. Please just let us know what you need.

Operational Budgeting Questions

Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?

- A: ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

Q: Can I export from ClearGov Operational Budgeting into my ERP system?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

Capital Budgeting Questions

Q: Are requests from the prior year carried over when you create a new budget?

- A: Yes, previously submitted requests (multi-year, partially funded or unfunded) from the prior year will be carried over to the new capital planning process. Any prior year requests that you do not want to include can be removed from the plan after you've started.

Q: Can we import prior year's requests?

- A: Yes, it is easy to import prior year's requests. Within ClearGov Capital Budgeting, you can download a template based on your request type. You simply add your requests to the template and upload them to ClearGov. Our Import tool has an easy 3-step guide to walk you through the process.

Q: Can we export the final Capital Budget that we create?

- A: Yes, you can export your Capital Budget to Excel or PDF. ClearGov's Capital Budgeting Report Builder serves up a handful of pre-built, common reports to streamline your reporting process, or you can create your own reports to export. Exported data can be uploaded to your ERP or accounting system.

Personnel Budgeting Questions

Q: We have a lot of employees, can we upload their data in bulk?

- A: Yes, it is easy to bulk import employees into our system. ClearGov generates a template that you can download and use to set up a simple bulk import of employees and information.

Q: Can we export the final Personnel Budget that we create?

- A: Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP/Accounting system.

Digital Budget Book Questions

Q: Since the product is template-driven, won't every ClearGov Digital Budget Book look the same?

- A: No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- A: As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.

Q: I understand the benefits of digital, but I still need to produce a printed version. How will that work?

- A: You're not alone. Old habits die hard and paper is still a must-have for many local governments. In addition to presenting your budget book online, the ClearGov Digital Budget Book Suite includes functionality that enables users to create a .PDF, which can then be printed to generate a hard-copy of your budget book. Also, the Print-to-PDF functionality enables you to print specific sections of your budget book and/or the entire book.

Transparency Questions

Q: Where does ClearGov get its financial data?

- A: ClearGov sources its financial data from various entities including state departments of revenue; state education departments; etc. ClearGov also compiles complementary data, such as demographic information, home values, road miles, etc. from various public sources including the U.S. Census Bureau.

Q: How does ClearGov determine the default peer group for peer analysis?

- A: ClearGov uses four primary factors to create the ClearGov Default peer Group for each municipality:
    1. ClearGov looks for municipalities with similar populations.
    2. ClearGov looks for municipalities with similar median home values as determined by census data.
    3. ClearGov looks for municipalities with similar commercial assessments to differentiate between rural and urban municipalities.
    4. ClearGov dynamically searches for the closest ten municipalities that meet population, median home values and commercial assessment deviations. The figures from these municipalities are combined to create a peer average.
- **NOTE:** As a ClearGov Transparency customer, you will have the opportunity to create and publish your own custom peer groups, based on whatever criteria is most important to you.

Q: Won't publishing a transparency profile generate a lot of incoming inquiries?

- A: On the contrary, our customers find that a ClearGov profile helps the community find the answers they seek more easily and consistently. Plus, you can add commentary that tells the story behind your numbers and provides additional context.

- Prior to launch you will want to identify the components of your data that would benefit from some additional context. ClearGov enables you to add commentary to these sections of the profile which will actually reduce the number of inbound public information requests.
- Finally, if you do get an influx of inquiries, you will generally find a consistent pattern to the questions. So, you can use those questions to inform and further enhance your commentary.

Q: What about inciting "community activists"?

- A: It seems that every municipality has a small population of what we call "CAVE People" (**Citizens Against Virtually Everything**), and unfortunately, we don't have a direct solution for that. However, a large portion of the most aggressive community activism is generally caused by a misinterpretation of the facts, or simply taking the facts out of context. We have found that ClearGov can drastically change both the tone and substance of the conversation by showing that your local government has nothing to hide, and by delivering not just data, but the stories behind the numbers to help everyone have a more informed and empirically accurate conversation.
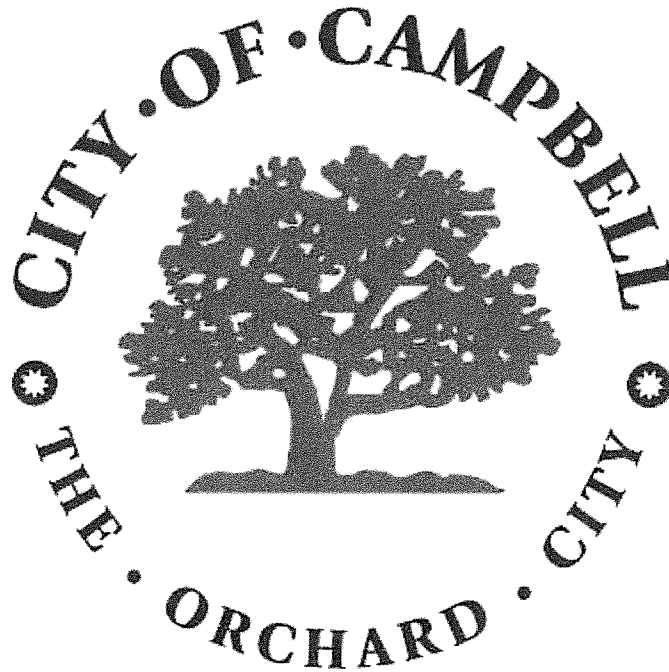
"I've enjoyed working with ClearGov. I really am impressed with how the products have been built. It's amazing that they know very well what we need. Not many do."

Will Fuentes, CPFO, MBA
Finance Director
Campbell, CA

Operational Budgeting
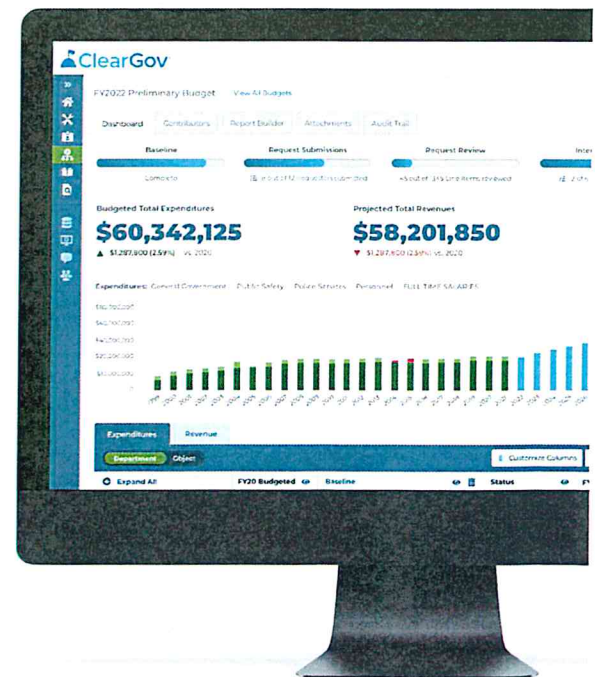
PRODUCT BRIEF

ClearGov

The typical budgeting process is time-consuming, cumbersome and error prone. After weeks of communicating by email and exchanging spreadsheets, all data collected is manually consolidated into a master spreadsheet.

In contrast, ClearGov offers collaborative budgeting software that streamlines communication with department heads and other budget stakeholders. A one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale.

Key Features:

✔ **Operational Budget Dashboard** - Quickly see and share the status of your budget-building process. Filter on current and historical financial data. Automatically aggregate all budget requests in one place.

✔ **Departmental Collaboration** - Easily assign department budgets and invite department heads to submit requests and rationale. Efficiently track request and review status and send automatic reminders.

✔ **AI Driven Forecasting** - Sophisticated yet easy-to-use AI module enables you to create unlimited forecasts. Easily modify assumptions at the category level and instantly see the impact.

✔ **Centralized Communication** - Add comments, documents and supporting information to any line item. All content is centralized to streamline your budget review and communication process.

✔ **Audit Trail** - All budget edits are automatically tracked and stored within an audit trail. Easily review the historical record of budget decisions and communication.

✔ **Report Builder** - Create and export custom reports to share your operational budget with internal and external stakeholders and existing systems.

GET A DEMO

Operational Budgeting
PRODUCT BRIEF

ClearGov®

How It Works

Collect

Simply export your budget data to Excel and we'll build you a custom dashboard that mirrors your chart of accounts. Invite department heads to submit budget changes and collect their requests in one central location.

Create

Create unlimited budgets to plan for multiple scenarios or build an AI-based forecast to use as the basis for long-term planning. All changes are tracked automatically in the audit trail as you collaborate with others to **finalize your budget.**

Communicate

Communicate your budget internally by giving stakeholders viewing access. Then, publish the adopted version to your Transparency center and/or Digital Budget Book to share with internal (e.g., council members) and external stakeholders e.g., citizens).

Budget Cycle Management

Operational Budgeting is part of ClearGov's integrated suite of cloud-native financial solutions that is complementary to ERP/accounting systems and helps local governments streamline their budgeting process.

Capital Budgeting
Automate the way you collect, organize and optimize capital utilization.

Transparency
Tell your financial story to drive community support.
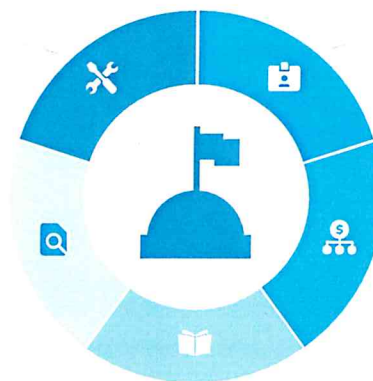
Personnel Budgeting
Salary management, scenario planning, and what-if analysis.

Operational Budgeting
Build your forecast and annual budget more **efficiently and** collaboratively.

Digital Budget Book
Produce an interactive and award-winning budget book in a fraction of the time.

"Having the budget online eliminates version control issues and lets everyone know where we are in the process. Instead of calling or emailing department heads, I can just go into ClearGov and access all the requests and supporting documentation in one spot."

Sean O'Brien, Special Assistant to the Finance Director, Town of Natick, MA

Personnel Budgeting

PRODUCT BRIEF

ClearGov®

Your personnel budget is a critical - and often large - portion of your operating budget. You need to calculate the cost of salaries and benefits, and analyze how multiple scenarios could affect your budget.

ClearGov's unique Personnel Budgeting software platform was built specifically to help finance directors more easily budget for salaries, benefits and scenarios. Complete with powerful tools to manage position requests, inform union negotiations and much more. This solution lets you plan for the future of your workforce with confidence, knowing you've accounted for every layer of the cost.

Key Features:

✔ **Personnel Dashboard** - Get a bird's eye view of staffing stats, as well as visually compare salary and benefits budgeting scenarios.

✔ **Position Request Manager** - Streamline position requests with our digital request forms and management system.

✔ **Vacancy Planning** - Budget well into the future with the ability to create and fill vacant positions on specified dates.

✔ **Union Negotiation Planning** - Analyze the effects of adjustments to salaries and benefits for more informed negotiations.

✔ **Multi-year Personnel Plans** - Automatically create salary and benefit plans for many years into the future.

✔ **Report Builder** - Create and export custom reports to share your personnel budget with internal and external stakeholders and existing systems.

GET A DEMO

Personnel Budgeting

PRODUCT BRIEF

ClearGov®

How It Works

Collect

Easily set up wage schedules and **benefits in ClearGov and upload** positions and employees to get started. Then, invite department heads to submit new position requests to collect them all in one place.

Create

Create your personnel budget using powerful tools to manage **data, build staffing scenarios,** and forecast costs. Our unique visualization dashboard populates and adjusts as you make changes, so you can always see your personnel costs, by type, to help you create an accurate budget.

Communicate

Access a library of commonly requested reports to easily export and communicate your budget with stakeholders - or customize a report with the information you want to include. You can choose **from different file types to export** your report for simple sharing.

Budget Cycle Management

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Salary management, scenario planning, and what-if analysis.

Operational Budgeting
Build your forecast and annual budget more **efficiently and** collaboratively.

Digital Budget Book
Produce an interactive and award-winning budget book in a fraction of the time.

"ClearGov delivers exactly what they promise. The ClearGov solution helps us communicate our budget and key metrics in a way that everyone understands. Their solution is elegant, affordable, simple to use and saves us a bunch of time"

Ivy Adams, Budget Analyst
Henry County, GA

Imagine transforming the time-consuming, paper-based, error-prone Capital Improvement Planning (CIP) process into a modern, cloud-based, and efficient operation.

Requests from department heads arrive via easy-to-use digital forms and move seamlessly into your approval workflow. You're able to produce multi-year, multi-scenario plans with ease.

Welcome to Capital Budgeting from ClearGov - a solution designed to overcome the limitation of legacy Excel and address the specific needs of the CIP process.

Key Features:

✔ **Capital Budgeting Dashboard** - Review all capital improvement and equipment requests in one place.

✔ **Capital Request Manager** - Invite department heads to submit capital requests.

✔ **Request Scoring & Ranking** - Prioritize requests by scoring and ranking capital requests based on custom criteria.

✔ **Scenario Planning** - Create multiple scenarios to find the optimal combination of capital requests for your budget.

✔ **Report Builder** - Create and export custom reports to share your capital budget with stakeholders and other systems.

✔ **Capital Request Pages** - Turn request data into detailed pages instantly with auto-generated graphs.
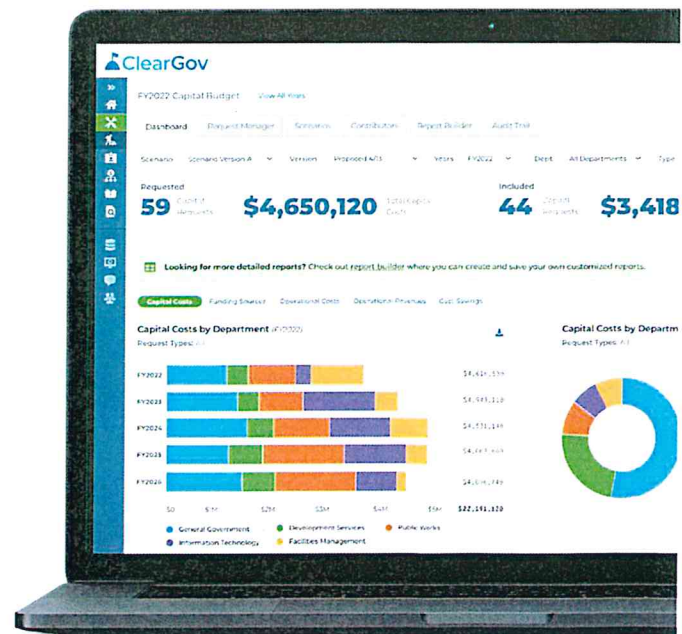
GET A DEMO

Capital Budgeting

PRODUCT BRIEF

ClearGov®

How It Works

Collect

Invite department heads to submit their capital requests using pre-built request forms or easily customized forms — no more juggling of paper forms, Excel files or manual consolidation. You can also import prior years requests to include them in your budget.

Create

Each form collected automatically and seamlessly becomes accessible to the CIP process. Using customizable criteria the requests are automatically prioritized, which allows you to create unlimited multi-scenario, multi-year capital budgets options.

Communicate

Easily export reports or invite stakeholders to view your capital budget. You can also connect your budget to other ClearGov solutions to share it in your Digital Budget Book, and publish projects to your Transparency center to further tell **your financial story.**

Budget Cycle Management

Capital Budgeting is part of ClearGov's integrated suite of cloud-native financial solutions that is complementary to ERP/accounting systems and helps local governments streamline their budgeting process.

Capital Budgeting

Automate the way you collect, organize and optimize capital utilization.

Transparency

Tell your financial story to drive community support.

Personnel Budgeting

Salary management, scenario planning, and what-if analysis.

Operational Budgeting

Build your forecast and annual budget more **efficiently and** collaboratively.

Digital Budget Book

Produce an interactive and award-winning budget book in a fraction of the time.

"The Capital Requests feature is very straightforward to use and department heads required no training to start using the software. It took just 5-10 minutes to create the custom forms, and it's nice to not have to worry about locking Excel sheets and consolidating requests."

Matthew Hamby, CRPF, Deputy Chief Financial Gainesville, GA

Transparency
PRODUCT BRIEF

Context is key when it comes to being transparent with citizens. They want to know how their tax dollars are being spent, and sharing complex financial documents with them doesn't help. To truly be transparent, information needs to be easy to access and understand, for every resident, including those who need ADA-optimized content.

Tell your financial story using our simple-to-navigate Transparency center. Easy-to-understand infographics help you share financial information, departmental goals, and results in a way that not only informs, but also engages your community.

Key Features:

✔ **Financial Story** - Help internal stakeholders and residents easily visualize and interpret important fiscal metrics to drive community support.

✔ **Open Checkbook** - At your option, deliver searchable check-level detail to help build public trust, dispel misconceptions, and increase accountability.

✔ **Custom Chart Builder** - Easily build dynamic financial, performance, and custom charts to display throughout the public profile.

✔ **Peer Comparisons** - Integrated peer group comparisons bring your data to life and provide critical context to close the communication gap.

✔ **Department Dashboards** - Easily create custom dashboard pages for each department to showcase the key benefits you're driving for your community.

✔ **Projects** - Quickly create and publish detailed project pages to share a project's summary, timeline, budget, and progress.
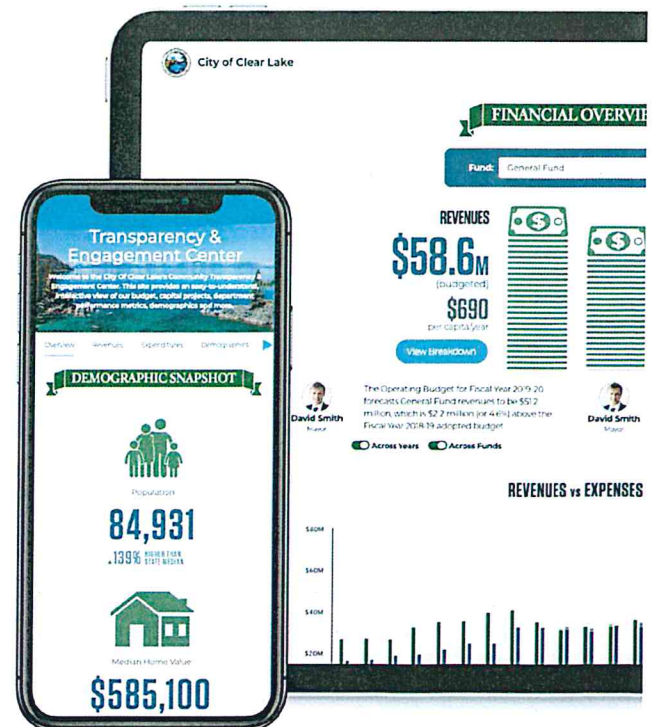
GET A DEMO

How It Works

Collect

Simply export fiscal data from your accounting system and we handle the rest. Easily connect your ClearGov products to pull in data from Operational Budgeting and Capital Budgeting.

Create

Our team transforms your complex financials into an easy-to-understand infographic-based website. Add custom charts, department pages, and narrative to add context to the numbers.

Communicate

Publish your Transparency center website to communicate your financial story, departments, and projects to the public. You can share it on your municipality's website to engage and inform residents.

Budget Cycle Management

Transparency is part of ClearGov's integrated suite of cloud-native financial solutions that is complementary to ERP/accounting systems and helps local governments streamline their budgeting process.

Capital Budgeting

Automate the way you collect, organize and optimize capital utilization.

Transparency

Tell your financial story to drive community support.
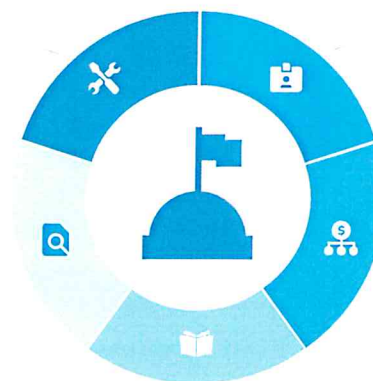
Personnel Budgeting

Salary management, scenario planning, and what-if analysis.

Operational Budgeting

Build your forecast and annual budget more efficiently and collaboratively.

Digital Budget Book

Produce an interactive and award-winning budget book in a fraction of the time.

"It's our job to communicate our budget — the what and the why — in a way that isn't confusing or overwhelming. We want to proactively engage citizens because what we're doing directly affects them. ClearGov gives us an effective and visually compelling way to do that."

Jay-Michael Baker, Community Engagement Manager
Metropolitan District of Pueblo West, CO

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE PROVISION OF ANIMAL SHELTER SERVICES.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: <u>Approval</u>. The Agreement by and between the City of Laurel and the Yellowstone Valley Animal Shelter, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to execute the Agreement with the Yellowstone Valley Animal Shelter on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of _____, 2023.

APPROVED by the Mayor the _____ day of _____, 2023.

<div align="right">

CITY OF LAUREL

_____
Dave Waggoner, Mayor

</div>

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Michele L. Braukmann, Civil City Attorney

R23-_____ Approve Agreement with Yellowstone Valley Animal Shelter

CONTRACT FOR SERVICES

This Agreement is made this 24th day of January, 2023, between the City of Laurel, Montana ("City"), and Yellowstone Valley Animal Shelter, Billings, Montana ("Contractor").

City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

1.   **TERM:** This Agreement is effective as of the date of its execution and will begin on July 1, 2023 and terminate on June 30, 2024. The parties may extend this Agreement, by mutual concurrence, for four (4) additional one-year periods, in writing, prior to termination of each term.

2.   **SCOPE OF WORK:** Contractor shall provide the following services:

a.   **Dog Impounds:** Contractor agrees to admit and accept responsibility for the care and custody of all dogs impounded at the Contractor facility by personnel of the City and within the City boundaries, subject to the limitations set forth in this Agreement. The Contractor agrees to take reasonable care of such dogs in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.

   i.   It is understood that City has a facility to keep dogs for a 72-hour hold period. Under the terms of this Agreement, City may bring dogs to Contractor for veterinary treatment for illness or injury during this 72-hour hold period. If Contractor determines that such dogs require any vaccinations or other treatment in order to protect the greater population of animals, the Contractor may administer such treatment.

   ii.   All dogs not reclaimed by an owner within City's 72-hour hold period shall become the property of the Contractor. Additionally, all dogs brought to Contractor's facility by the City beyond the City's 72-hour period shall become the property of the Contractor.

   iii.   Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the dog is not reclaimed within 72 hours, Contractor will notify the City and the dog will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the City.

   iv.   Any dog impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The City may authorize an earlier release to the owner. No dog will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the City.

v.   All dogs impounded pursuant to this section will be held by the Contractor until they are released to Contractor by a signed release from the owner, the owner's legal representative, or by a court of law. The dog may be released to the owner with a release signed by the City. If the owner does not respond within 72 hours, the Contractor assumes ownership of the animal.

b.   **Limitation:** This Agreement applies only to dogs and no other animals. Contractor will not accept any more than ten (10) dogs from one incident from the City, or any other entity, without prior notification. The City (or other entity) shall reasonably communicate with Contractor when it receives a report of an incident which could result in bringing more than 10 dogs to Contractor. Further, the City shall communicate and coordinate with Contactor regarding non-emergency incidents involving more than 10 dogs   Upon a minimum of six (6) hours' notification, Contractor will make every effort to accept the dogs but may choose not to accept all. The City will be responsible for seeking care for those animals elsewhere.

c.   **Euthanasia During Impound Period:** The Contractor shall only euthanize a dog during the impound period within 72 hours upon written request by the City, order of a court of law, or if such dog is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery.

d.   **Veterinary Care:** In the event a dog is brought to Contractor by an officer or citizen from within the City and logged in as a City impound, appropriate veterinary care will be provided if the situation arises. The Contractor will notify the officer of the veterinary care and the City will reimburse the Contractor for the cost of the veterinary services if not paid by the owner.

3.   **PAYMENT:** For the services provided in this Agreement, City shall pay contractor an annual fee of Five-Thousand and no/100 Dollars ($5,000.00) for the first year of the term of this Agreement. Subsequent annual fees shall be adjusted based on U.S. Bureau of Labor Statistics Consumer Price Index, West Region figures. Payment shall be made in equal monthly installments after invoicing by Contractor.

4.   **OTHER FEES:**

a.   For impounded dogs, Contractor may collect daily boarding/reclaim fees from the owner at the time the dog is reclaimed. The boarding and reclaim fees will be set by Contractor.

b.   In addition to all other fees allowed by this Agreement, if City brings ten (10) or more dogs into the shelter from any one given situation, City will pay an additional fee of Three Hundred and no/100 Dollars ($300.00) to Contractor as emergency funding for each group of ten (10) dogs.

c.   In addition to the foregoing, City will pay Contractor the cost of additional veterinary services requested by the City for any impounded dog authorized by the

City and not paid by the owner. Such services include but are not limited to workups for animal cruelty cases or other veterinary care.

d. Contractor will bill the City monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. Contractor may add finance charges for any bill not paid within 30 days, and City agrees to pay such charges.

5. **CITY DUTIES:** City will make every reasonable effort to locate the dog's owner before transporting the dog to Contractor. City will give six (6) hours' notice to Contractor of the surrender or capture of more than 10 dogs. City will not accept owner surrenders in the field. Persons surrendering a dog must make arrangements with Contractor.

6. **RECORDS:**
   a. The City, upon impounding a dog, will provide a written record to the Contractor to include:
      i. The date and time the dog was impounded;
      ii. A description of the dog by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
      iii. Location where the dog was found and reason for impoundment;
      iv. Name, address, telephone number and location of the dog's owner, if known; and
      v. Name and badge number of the officer impounding the dog.

   b. Contractor will provide upon request a written record of the disposition of all dogs impounded by the City, to include:
      i. Disposition, date and time of same;
      ii. Name, address and phone number of owners reclaiming their dog;
      iii. Name, current address and telephone number of any citizen turning a dog into the shelter and logged in under the City account;
      iv. Name of the Contractor representative releasing or euthanizing the dog; and
      v. A monthly itemized account of all dogs impounded within the City and any additional charges for related services.

   c. Contractor agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the City.

7. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements

of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all employees of Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

8. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

The City shall defend, indemnify and hold harmless Contractor from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of City's negligence and for which Contractor's sole basis of liability is vicarious liability for the acts or omissions of City. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Contractor, is liable for any damages by reason of a non-delegable duty.

9. **INSURANCE:** Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming City as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) for each claim and One Million Five Hundred Thousand Dollars, ($1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance the City of Laural as additional insured. In addition, Contractor will furnish to City a copy of the policy endorsement, CG 32 87 05 10, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.

11. **LIAISON:** City's designated liaison with Contractor is Stan Langve, and Contractor's designated liaison with City is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.

12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 14 of this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.

13. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

14. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to

resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.

16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.

17. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

18. **NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.

19. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

20. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

21. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

22. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.

23. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.

24. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and Contractor, consist of the following:

- This Agreement;
- Contractor's proposal; and
- Contractor's current Certificate of Insurance and Workers Compensation coverage.

All communications, either verbal or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

_____
MAYOR

_____
TRINITI HALVERSON, Executive Director

File Attachments for Item:

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Accept The Proposal From In Control, Inc. For City Of Laurel Wastewater Treatment Plant Upgrades And Execute All Related Documents.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL FROM IN CONTROL, INC. FOR CITY OF LAUREL WASTEWATER TREATMENT PLANT UPGRADES AND EXECUTE ALL RELATED DOCUMENTS.

BE IT RESOLVED, by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Proposal (Proposal # QP22121201-06) from In Control, Inc. (hereinafter "the WWTP Upgrade Proposal"), as well as all other respective agreements related to the performance of the services to be provided by In Control, Inc., copies attached hereto and incorporated herein, are hereby approved.

Section 2: Execution. The Mayor is hereby given authority to accept the WWTP Upgrade Proposal, as well as execute all necessary agreements for the provision of services by In Control, Inc., as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

_____
Dave Waggoner, Mayor

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Michele L. Braukmann, Civil City Attorney

In Control, Inc.
5301 E River Rd, Suite 108
Fridley, MN 55421

PROPOSAL # QP22121201-06

To: City of Laurel

Date: January 5, 2023
From: Cade Beeton
Valid: 30 days
Page: 1 of 5

Attn: Kurt Markegard – Public Works Director
Thomas Henry – Chief Operator

Re: City of Laurel WWTP Upgrades

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based upon the pre-engineering survey performed by In Control Inc. in September 2022. It is the intent of In Control to incorporate our proven standards and programing as much as possible on an upgraded control system to provide effective and efficient operation of the City of Laurel WWTP for decades to come.

This proposal is broken up into two separate phases with a deduct if both phases are accepted up front. Accepting Phase 1 and Phase 2 up front will eliminate running two separate SCADA systems simultaneously and significantly reduce costs from programming changes and licensing for the existing Wonderware SCADA system.

Phase 1 includes replacing the existing operator interface terminals (OITs) with Allen Bradley PanelView OITs for the Headworks Building Panel, Digester Building Panel, and Control Building panel. Phase 1 also includes replacing the obsolete GE Genius Bus protocol, GE Fanuc 90-30 programmable logic controllers (PLCs) and the other obsolete equipment in the existing control panels listed in the items below. Phase 1 includes reusing and updating the existing Wonderware SCADA system and licensing on a new SCADA computer running Windows 10. **Windows 7 is no longer in support and is a security liability.** We will attempt to interface with the existing big-screen TV; if there is a compatibility issue we will work with the city to replace it.

Phase 2 includes replacing the existing operator interface terminals (OITs) with Allen Bradley PanelView OITs for (2) Blower Building panels, (1) Solids building panel, and (1) Anaerobic Basin Remote IO Panel. Phase 2 also includes replacing the existing Wonderware SCADA system with Rockwell's FactoryTalkView SE Station to match the SCADA system in the Laurel Water Treatment facility. A key benefit in upgrading to the Allen Bradley equipment is that they will provide an entire plant control node offering an industrial grade backup of the main SCADA computer and also reduce the variety of spare parts required to keep on hand.

City's Electrical contractor to furnish, install and terminate fiber optic cable from Control Building to Headworks Building and Digestor Building.

SILVER
System Integrator
A ROCKWELL AUTOMATION PARTNER

WatchGuard ONE | Silver Partner

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Proposed Materials and Services

Item 1 - Professional Engineering Services as the System Integrator

A. One project manager will be assigned as a primary point of contact through project completion

B. A project team consisting of up to (3) engineers will be assigned to the project

C. Engineering review meetings will be conducted on a timely basis as required

D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration, and development of the entire system

E. PLC, OIT, and SCADA Programming is included and will be tested prior to start up

F. The entire design including control panel drawing updates, motor control schematics, and instrumentation schematics will be completed internally with functional testing prior to start up

G. Electronic drawings will be drafted and submitted for approval. As Built drawings will be provided electronically upon shipment of control panels. Final drawings and O&M documents will be provided electronically after substantial completion

Item 2 - Phase 1

In Control will furnish and install PLC racks, OITs, network equipment, and end-of-life components. Field instruments will be furnished loose for installation by others.

A. Headworks Building

1. Allen Bradley CompactLogix PLC CPU and I/O Modules

2. 12" PanelView Plus 7 Performance OIT

3. 8-Port Fiber/Copper Ethernet Switch

4. Fiber Patch Panel, Patch Cable, Adapter Plate

5. Replacement end-of-life components as needed, including Intrinsic Safety Barriers

B. Digester Building

1. Allen Bradley CompactLogix PLC CPU and I/O Modules

2. 12" PanelView Plus 7 Performance OIT

3. 8-Port Fiber/Copper Ethernet Switch

4. Fiber Patch Panel, Patch Cable, Adapter Plate

5. Replacement end-of-life components as needed

6. Sump Pump controllers with float switches for backup control and replacement Intrinsic Safety Barriers

   C. Control Building

      1. Allen Bradley CompactLogix PLC CPU and I/O Modules

      2. 12" PanelView Plus 7 Performance OIT

      3. Sensaphone 8-Channel Hardware Dialer

      4. Redundant Barnett Cellular Dialer - (recurring cellular charges are responsibility of the city)

      5. Fiber Patch Panel, Patch Cable, Adapter Plate

      6. Replacement end-of-life components as needed

   D. SCADA Computer

      1. Dell Precision 3460 Tower PC, Solid State

      2. Microsoft Office Professional

      3. Keyboard and Mouse

      4. (2) 24" Dell Ultrasharp Monitors

      5. Stereo Soundbar

      6. True Online UPS and power strip with surge protected outlets

      7. WatchGuard Firewall with one year of Total Security Suite

   E. SCADA Software

      1. The existing Wonderware installation will be updated to include screens, setpoints, and levels for the Headworks, Digester, and Control buildings. This will require an upgrade to the latest version and support from Wonderware.

   F. Spare Parts

      1. A spare PLC CPU and an I/O module of each type used will be provided

      2. A spare 24 VDC power supply will be provided

Item 3 - Phase 2

In Control will furnish and install hardware and software for Phase 2.

   A. SCADA Software

      1. A new FactoryTalkView SE Station, Unlimited Display, Perpetual License application will be created to replace the Wonderware installation.

   B. OIT Replacement – Maple Systems OITs will be replaced with 12" PanelView Plus 7 Performance OITs in the following locations:

      1. (2) Blower Building

      2. (1) Solids Building

      3. (1) Anaerobic Basin Remote I/O Panel

Item 4 - Deduct

In the event that Phase 1 and 2 are purchased simultaneously, the Wonderware software upgrade under Phase 1 will no longer be necessary. The deduct removes the Wonderware update and integration.

Proposal Summary

NET TOTAL PRICING:
The following prices apply to the proposed materials and services:

Phase 1:	$ 223,187
Phase 2:	$ 160,927
Net Total:	**$ 384,114**
Deduct:	$ 63,755
Net Total with Deduct:	**$ 320,359**

Sales and Use Taxes: Excluded
Freight: Included, FOB shipping point

EXCLUSIONS:
Our proposal does not include the following:
- Bonding, Permits, Licenses, or Fees of any kind
- Removal, demolition, or disposal of existing equipment
- Field installation of equipment, enclosures, instrumentation, or other products provided
- Fasteners or mounts, wire, raceway, or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor
- Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- Network Media or Testing that are not defined in the scope of work detailed in this proposal
- Any equipment or services that are not defined in the scope of work detailed in this proposal
- Shipping costs to locations other than the primary project site

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton
Technical Sales Engineer
Mobile: 406.661.4795
Office: 763.783.9500
E-Mail: cade.beeton@incontrol.net

Bob Dietrich
Estimator
Mobile: 612.210.2944
Office: 763.783.9500 x2004
E-Mail: bob.dietrich@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature:_____   Purchase Order:_____

Print Name:_____   Date:_____

Title:_____   Proposal Number: QP22121201-06

INcontrol   incontrol.net | 763.783.9500

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. ACCEPTANCE – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.

2. TERMINATION – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.

3. ATTORNEY FEES - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.

4. INDEMNIFICATION - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.

5. LIMITATIONS OF LIABILITY - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.

6. FORCE MAJEURE – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

7. WARRANTY - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.

8. TRANSPORTATION - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.

9. ESCALATION – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.

10. PAYMENT TERMS - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.

    Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.

11. NONWAIVER - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.

12. REMEDIES - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

File Attachments for Item:

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Advanced Pump And Equipment, Inc.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH ADVANCED PUMP AND EQUIPMENT, INC.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel and Advanced Pump and Equipment, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Advanced Pump and Equipment, Inc. on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of February, 2023.

APPROVED by the Mayor the _____ day of February, 2023.

CITY OF LAUREL

_____
Dave Waggoner, Mayor

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Michele L. Braukmann, Civil City Attorney

R23-____ Approve Independent Contractor Service Contract by and between the City of Laurel and Advanced Pump and Equipment

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 14 day of February 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Advanced Pump & Equipment, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 81 Gold Miner Lane, Unit A, Belgrade, MT 59714, hereinafter referred to as "Contractor".

SECTION ONE
DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated January 12, 2023, attached hereto as Exhibit "A" and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

SECTION TWO
CONTRACT PRICE

Payment. City shall pay Contractor eighteen thousand seven hundred and fifty dollars and thirty six cents ($18,750.36) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE
CITY'S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR
CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars ($5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE
INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX
COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN
NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT
DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE
TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 14th DAY OF FEBRUARY 2023.

CITY OF LAUREL   CONTRACTOR

_____   _____

Dave Waggoner, Mayor   Advanced Pump & Equipment, Inc.

ATTEST: Employer Identification Number

_____   _____

Kelly Strecker, Clerk/Treasurer

Advanced Pump & Equipment, Inc.
81 Gold Miner Lane, Unit A
Belgrade MT 59714
United States

Quote
#ESTAPE1131
1/12/2023

Bill To

City of Laurel
P. O. Box 10
Laurel MT 59044
United States

TOTAL

$18,750.36

Expires: 2/11/2023

Expires	Exp. Close	Project	Sales Rep	Shipping Method
2/11/2023	1/12/2023		Higgs, Bryant	

Item	Quantity	Sales Rate	Sales Amount
LAUREL LIFT PANEL-V1	1	$17,750.355	$17,750.36

MMC1X025L-483-LA-ICM-A15L-CH-U4-SW-PLC6E-HG4
C-VZW-CUSTOM

* UL508A Listed Outdoor Use: NEMA 3R
---Enclosed Industrial Control Panel
---U.L. File Number: NITW.E210861
---ISO 9001 File Number: 1694007

* Free-Standing Steel Electrical Enclosure:
---Est. Dimensions: 42"H x 36"W x 12"D
---Lockable Dead Front
---NEMA 3R Filter Fan Cooling

* 100A Main Panel Disconnect:
---UL489 Service Entrance Rated
---Thru-Door Pistol On/Off Handle

* Logic Controller Package:
---IDEC PLC6e Platform
---4.3" Color Touchscreen HMI
---Display, Monitor, Control Sensors
---Complete System Calibration
---Timed Safeties and Fault Logging
---Hand/Off/Auto Selector, Illuminated
---Power & Fault Indicator Lamps

* (1) 24HP ATL Start Circuit
---Manual Motor Protector

* (1) 11HP ATL Start Circuit
---Manual Motor Protector

* Standard Panel Accessories:
---Standard Lightning Arrestor; UL1449
---Sensor Field Wiring terminal Strip
---Color Wiring Schematic per UL508A

* Specification Additional Accessories:
---External Alarm Beacon
---Cabinet Heater
---Hour Meters
---Motor Current Transmitters
---Aneroid Bellows Level Sensor

* Wireless 4G Cellular Modem Package:
---Remote Monitoring and Control of HMI
---Receive E-mail or Text Fault Alerts
---Change Set-Points from Smart Device
---90 Day Free Trial - Standard Price is $480 Per Year

ESTAPE1131

Advanced Pump & Equipment, Inc.
81 Gold Miner Lane, Unit A
Belgrade MT 59714
United States

Quote
#ESTAPE1131
1/12/2023

Item	Quantity	Sales Rate	Sales Amount
** ESTIMATED FREIGHT ** - Actual Freight Will be Billed When Invoicing.	1	$1,000.00	$1,000.00

Subtotal	$18,750.36
Tax Total (0%)	$0.00
Total	$18,750.36

GENERAL NOTES:
(1) Estimated Lead Time: 6-8 Weeks (After Receipt of Order)
   * Unless Otherwise Indicated *
(2) Sales Tax is NOT Included in Quote
   * Will be Charged When Applicable *
(3) Freight is NOT Included in Quote (Unless Otherwise Indicated)
   * Will be Billed at Time of Invoicing *
(4) Labor is NOT Included in Quote (Unless Otherwise Indicated)
(5) Quote is Only for Items Listed
   * Any Additional Materials are NOT Included *

To accept this quotation, sign and return: _____

PAYMENT TERMS

The price is firm if order is placed within the date of expiration of proposal and providing release to order and ship "when ready" is given within 90 days. Changes in net cost will be included in the remaining payments on a prorated basis. Applicable taxes will be added in each payment. A 1.5% per month late charge will be applied to past due accounts. Any alternate terms or requests for such should be addressed prior to the bid.

Payment Terms for Secured Orders:
For purchasers with evidence of an acceptable payment bond indemnifying APE that is presented within 15 days of the order:
APE will invoice 100% upon completion of manufacturing to be paid according to schedule below:
90% - due 30 days after equipment manufacture is complete, ready for shipment AND prior to Start-up Services;
5% - Upon successful Start-up Services, not to exceed 60 days after invoice/equipment manufacture;
5% - Upon delivery of O&M manuals.

Monthly Progress Billing to be included with Monthly Pay Request (if acceptable) :
Terms of payment will be Net 30 days subject to 1.5% per month late charge for past due accounts. Invoicing will be monthly, based upon the percentage of work completed during the billing period, and will be submitted to the Purchaser each month by an agreed upon date. The invoiced amount will reflect the value of the percentage of completion accomplished during the billing period for each of three (3) categories: Engineering/Submittals, Materials Stored at APE/Delivery, and Start-up. APE will determine the percentage of completion accomplished for each month. The Purchaser may require substantiation, which will be limited to photocopies of material packing slips and photographs of Equipment, unless additional charges are accepted. The Purchaser or their agent may visit the APE facilities at their expense for substantiation. Shipment will not be made unless account is current.

Milestone Progress Payments for Unsecured Orders:
The Billing Schedule for projects without protection indemnifying APE against loss are as follows:
20% - due 10 days after receipt of order;
40% - due 10 days after approval of submittals;
35% - due at time of shipment AND prior to Start-up Services;
5% - Upon acceptance of APE supplied equipment, not to exceed 45 days after delivery. O&M manuals will not be supplied until account is paid in full

Public Works or Prevailing Wage Certified Payroll:
If this is a public works, prevailing wage, or PLA agreement project requiring certified payroll please contact our office for a revised quote. The revised quote will include the additional labor costs not quoted on the original quote.

ESTAPE1131

File Attachments for Item:

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order For The Water System Preliminary Engineering Report With KLJ Engineering, LLC.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO TASK ORDER FOR THE WATER SYSTEM PRELIMINARY ENGINEERING REPORT WITH KLJ ENGINEERING, LLC.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: <u>Approval</u>. The Amendment to Task Order for the Water System Preliminary Engineering Report (PER) (hereinafter "Amendment to Task Order for Water System PER"), by and between the City of Laurel and Engineer KLJ Engineering, LLC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to execute the Amendment to Task Order for the Water System PER, by and between the City of Laurel and Engineer KLJ Engineering, LLC, on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of February, 2023.

APPROVED by the Mayor the _____ day of February, 2023.

CITY OF LAUREL

_____
Dave Waggoner, Mayor

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

_____

R23-_____ Approve Amendment to Task Order for Water System PER

Michele L. Braukmann, Civil City Attorney

Amendment To Task Order: Water System PER

1.   **Background Data:**

   a.   Effective Date of Task Order: February 9, 2021

   b.   Owner: City of Laurel

   c.   Engineer: KLJ Engineering LLC

   d.   Specific Project: Water System Preliminary Engineering Report (PER)

2.   **Description of Modifications**

   a.   Engineer shall perform the following Additional Services:
   Revising engineering analysis of the water system and draft PER, following initial preparation of these items, as a result of receiving flow data and financial information after scheduled time for completion of deliverables as specified in initial Task Order.

   b.   The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [NA]

   c.   The responsibilities of Owner with respect to the Task Order are modified as follows: [NA]

   d.   For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: $7,500.

   e.   The schedule for rendering services under this Task Order is modified as follows: Anticipated Completion Date is February 28, 2023

   f.   Other portions of the Task Order (including previous amendments, if any) are modified as follows: [NA]

3.   **Task Order Summary (Reference only)**

   a.   Original Task Order amount: $54,000
   b.   Net change for prior amendments: $0
   c.   This amendment amount: $7,500
   d.   Adjusted Task Order amount: $61,500

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Exhibit K – Amendment to Task Order
EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.
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Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 12/7/2022.

OWNER: ENGINEER: KLJ Engineering LLC

By: _____   By: _____

Title: _____   Title: _____

Date
Signed: _____   Date
Signed: _____

Exhibit K – Amendment to Task Order
EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.
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File Attachments for Item:

8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Consent To Assignment Of Agreement By And Between Exxon Mobil Pipeline Company LLC And Par Pacific Holdings, Inc.

RESOLUTION NO. R23-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO CONSENT TO ASSIGNMENT OF AGREEMENT BY AND BETWEEN EXXONMOBIL PIPELINE COMPANY LLC AND PAR PACIFIC HOLDINGS, INC.

WHEREAS, ExxonMobil Pipeline Company LLC (hereinafter "ExxonMobil") and Par Pacific Holdings, Inc. (hereinafter "Par") have entered into a Sale and Purchase Agreement (hereinafter "the SPA"), dated October 19, 2022, regarding the sale and purchase of certain ExxonMobil assets located in Montana, from ExxonMobil to Par;

WHEREAS, as part of the transaction contemplated by the SPA, ExxonMobil desires to assign to Par various holdings, including the right, title, and/or interest in and to the Right of Way Grant between ExxonMobil as Grantee, and the City of Laurel as Grantor, dated August 16, 2011, and recorded in the County Records of Yellowstone County as Document No. 3596013 on August 22, 2011 (hereinafter "the Agreement");

WHEREAS, under the terms of the Agreement, the City of Laurel's written consent is required in order to assign the Agreement by and between ExxonMobil and Par;

WHEREAS, ExxonMobil has requested the City's written consent to assign, indirectly or directly, all of ExxonMobil's and or its predecessor or affiliate companies' rights and obligations, as more particularly described in the SPA;

WHEREAS, the City's rights and obligations related to the Right of Way Grant are not affected by or otherwise altered by the assignment of the rights and obligations under the SPA; and

WHEREAS, the City is agreeable to the assignment of its rights and obligations related to the Right of Way Grant and it reserves all of its concomitant rights and obligations.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the City hereby gives consent to the assignment, indirectly or directly, of ExxonMobil's and or its predecessor or affiliate companies' rights and obligations, as more particularly described in the SPA, from ExxonMobil to Par, and the Mayor is authorized to execute all legal documents related thereto.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

_____
Dave Waggoner, Mayor

ATTEST:

_____
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Michele L. Braukmann, Civil City Attorney

ExxonMobil Pipeline Company LLC
22777 Springwoods Village Parkway
EMHC, Energy 3, E3.5A.528
Spring, Texas 77389
(281) 922-2093 Telephone

Clint Beck
Manager, Right-of-Way & Claims

ExxonMobil

January 30, 2023

Mayor Dave Waggoner
115 West 1st Street
Laurel, MT 59044

RE: Request for Consent to Assign Right of Way Grant

Dear Mayor Waggoner,

ExxonMobil Pipeline Company LLC (along with certain additional sellers) ("ExxonMobil") and Par Pacific Holdings, Inc. (along with certain additional purchasers), ("Par") have entered into a Sale and Purchase Agreement, dated October 19, 2022 ("SPA") regarding the sale of certain ExxonMobil assets located in Montana to Par. As part of the transaction contemplated by the SPA, ExxonMobil desires to assign to Par Rocky Mountain Midstream, LLC (a Par Pacific Holdings, Inc. affiliate), and Par desires to accept from ExxonMobil, all of ExxonMobil's and/or its predecessor or affiliate companies' rights, title and/or interest in and to the Right of Way Grant between ExxonMobil Pipeline Company LLC as grantee and the City of Laurel as grantor, dated August 16, 2011 and recorded in the county records of Yellowstone County as Document No. 3596013 on August 22, 2011 (the "Agreement").

Under the terms of the Agreement, the City's written consent is required in order to assign the Agreement to Par. We are hereby requesting the City's consent to assign, directly or indirectly, all of ExxonMobil's and or its predecessor or affiliate companies' rights and obligations as more particularly described in the SPA.

Please acknowledge the City's consent to this assignment by having a duly authorized signatory countersign this letter in the space provided below.

Yours very truly,

DocuSigned by:

Clint Beck
ECB811375A5D425...

Clint Beck
Manager, Right-of-Way & Claims, ExxonMobil Pipeline Company LLC

Subject to the consummation of the SPA (as defined above) pursuant to the terms therein, consent and approval to this assignment is hereby agreed to and accepted this _____ day of _____, 2023.

City of Laurel

_____

Dave Waggoner, Mayor